

H/119

6-17-04

ORDINANCE NO. 25637

An ordinance amending the zoning ordinances of the City of Dallas, as amended, by establishing Historic Overlay District No. 119 (Bromberg/Patterson House) on the following property:

BEING an irregular tract of land in City Block 2976, fronting approximately 20 feet on the west line of Wendover Road, beginning at a point approximately 100 feet north of the north line of Meadow Lake Avenue, and containing approximately 4.79 acres;

providing procedures, regulations, and preservation criteria for structures and property in the district; providing a penalty not to exceed \$2,000; providing a saving clause; providing a severability clause; and providing an effective date.

WHEREAS, the city plan commission and the city council, in accordance with the Charter of the City of Dallas, the state law, and the ordinances of the city, have given the required notices and have held the required public hearings regarding the rezoning of the property described herein; and

WHEREAS, the city council finds that the property described herein is an area of historical, cultural, and architectural importance and significance to the citizens of the city; and

WHEREAS, the city council finds that it is in the public interest to establish this historic overlay district; Now, Therefore,

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

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SECTION 1. That the zoning ordinances of the City of Dallas are amended by establishing Historic Overlay District No. 117 on the property described in Exhibit A ("the Property"), which is attached to and made a part of this ordinance.

SECTION 2. That the establishment of this historic overlay district shall not affect the existing underlying zoning classification of the Property, which shall remain subject to the regulations of the underlying zoning district. If there is a conflict, the regulations in this ordinance control over the regulations of the underlying zoning district.

SECTION 3. That a person shall not alter the Property, or any portion of the exterior of a structure on the Property, or place, construct, maintain, expand, demolish, or remove any structure on the Property without first obtaining a certificate of appropriateness or certificate for demolition or removal in accordance with the Dallas Development Code, as amended, and this ordinance. All alterations to the Property must comply with the preservation criteria attached to and made a part of this ordinance as Exhibit B.

SECTION 4. That the building official shall not issue a building permit or a certificate of occupancy for a use on the Property until there has been full compliance with this ordinance, the Dallas Development Code, the construction codes, and all other ordinances, rules, and regulations of the City of Dallas.

SECTION 5. That the director of planning and development shall correct Zoning District Map No. H-9 in the offices of the city secretary, the building official, and the department of development services to reflect the changes in zoning made by this ordinance.

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SECTION 6. That a person who violates a provision of this ordinance, upon conviction, is punishable by a fine not to exceed \$2,000. In addition to punishment by fine, the City may, in accordance with state law, provide civil penalties for a violation of this ordinance, and institute any appropriate action or proceedings to prevent, restrain, correct, or abate the unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, demolition, or removal of a building, structure, or land on the Property.

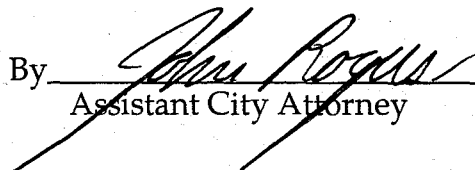
SECTION 7. That the zoning ordinances of the City of Dallas, as amended, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 8. That the terms and provisions of this ordinance are severable and are governed by Section 1-4 of CHAPTER 1 of the Dallas City Code, as amended.

SECTION 9. That this ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so ordained.

APPROVED AS TO FORM:

MADELEINE B. JOHNSON, City Attorney

By 
Assistant City Attorney

Passed JUN 23 2004

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Exhibit "A"

The Property

BEING all that certain lot, tract or parcel of land situated out of the B. F. Andrews Survey, Abstract No. 35 out of the City of Dallas Block Number 2976, and being the remainder of the property conveyed to Alfred Bromberg by deed recorded in Volume 2076 at Page 76 of the Deed Records of Dallas County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1-1/2 iron pipe found in the West right of way line of Wendover Road (50 foot wide), said point being in the South line of said Bromberg tract and also being the Northeast corner of Lot 7 in Block A/2976 of the Miller B. E. Subdivision, an addition to the City of Dallas, Texas, as recorded in Volume 32 at Page 3 of the Map Records of Dallas County, Texas;

THENCE North 89 degrees 05 minutes 00 seconds West along the South line of said Bromberg tract and common to the North line of said Miller B. E. Subdivision for a distance of 942.77 feet to an "x" set in concrete for the Southwest corner of the Bromberg tract, said point being in the East line of Hillbrook Street (25 foot wide) as shown on plat of Marcus Estates Section 2, an addition to the City of Dallas, Texas, according to the plat thereof as recorded in Volume 34 at Page 121 of the Map Records of Dallas County, Texas;

THENCE North 04 degrees 46 minutes 00 seconds East along the East line of said Hillbrook Street and following the West line of said Bromberg tract for distance of 121.70 feet to a 5/8" iron rod set for the Northeast corner of said Hillbrook Street dedication, said point being common to the Southeast corner of Lot 1 in Block 7/2976 of Lakeway Addition Section Two Revised, an addition to the City of Dallas, Texas, as recorded in Volume 15 at Page 225 of the Map Records of Dallas County, Texas;

THENCE North 08 degrees 51 minutes 00 seconds East along the Southeast line of said Lot 1 in Block 7/2976 and following the West line of said Bromberg tract for a distance of 139.30 feet to a 5/8" iron rod set for corner;

THENCE following the North line of said Bromberg tract and being common to the Lakewood School property conveyed to the City of Dallas, Texas and along the centerline of a creekbed known as Beards Branch as follows:

(1) North 40 degrees 20 minutes 00 seconds East a distance of 26.00 feet to a 5/8" iron rod set for corner;

(2) South 76 degrees 56 minutes 00 seconds East a distance of 94.20 feet to a 5/8" iron rod set for corner;

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- (3) North 84 degrees 59 minutes 00 seconds East a distance of 82.50 feet to a 5/8" iron rod set for corner;
- (4) North 36 degrees 17 minutes 00 seconds East a distance of 134.98 feet to a 5/8" iron rod set for corner;
- (5) North 03 degrees 35 minutes 22 seconds West a distance of 38.46 feet to a 5/8" iron rod set for corner;
- (6) North 54 degrees 18 minutes 25 seconds East a distance of 28.17 feet to a 5/8" iron rod set for corner;
- (7) South 70 degrees 11 minutes 41 seconds East a distance of 32.84 feet to a 5/8" iron rod set for corner;
- (8) North 71 degrees 20 minutes 17 seconds East a distance of 11.91 feet to a 5/8" iron rod set for corner;
- (9) North 27 degrees 45 minutes 26 seconds East a distance of 17.98 feet to a 5/8" iron rod set for corner;
- (10) North 00 degrees 38 minutes 22 seconds East a distance of 29.67 feet to a 5/8" iron rod set for corner;
- (11) North 39 degrees 42 minutes 00 seconds East a distance of 29.68 feet to a 5/8" iron rod set for corner;
- (12) South 89 degrees 00 minutes 00 seconds East a distance of 33.40 feet to a 5/8" iron rod set for corner;
- (13) South 43 degrees 29 minutes 00 seconds East a distance of 92.10 feet to a 5/8" iron rod set for corner;
- (14) North 85 degrees 23 minutes 00 seconds East a distance of 79.80 feet to a 5/8" iron rod set for corner;
- (15) North 60 degrees 08 minutes 36 seconds East a distance of 45.23 feet to a 5/8" iron rod set for corner;
- (16) South 82 degrees 38 minutes 00 seconds East a distance of 26.85 feet to a 5/8" iron rod set for corner, set point being the Northwest corner of Lot 1 in Block 2976 of Hartwell P. Edwards Subdivision, an addition to the City of Dallas, Texas, according to the plat thereof as recorded in

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Volume 19 at Page 177 of the Map Records of Dallas County, Texas;

THENCE along the West and South line of said Hartwell P. Edwards Subdivision as follows:

- (1) South 02 degrees 38 minutes 00 seconds West a distance of 129.10 feet to a 5/8" iron rod set for corner;
- (2) South 41 degrees 50 minutes 00 seconds West a distance of 178.40 feet to a 5/8" iron rod set for corner;
- (3) South 00 degrees 48 minutes 00 seconds East a distance of 136.20 feet to a 5/8" iron rod set for corner;
- (4) South 71 degrees 12 minutes 00 seconds East a distance of 126.10 feet to a 5/8" iron rod set for corner;
- (5) South 89 degrees 39 minutes 00 seconds East for a distance of 316.90 feet to a 5/8" iron rod set for the Southeast corner of Lot 2 in Block 2976 of Hartwell P. Edwards Subdivision, and also being in the West right of way line of aforesaid Wendover Road;

THENCE, South 11 degrees 54 minutes 00 seconds West along the West right of way line of Wendover Road for a distance of 22.40 feet to the PLACE OF BEGINNING AND CONTAINING 4.7973 ACRES OF LAND, more or less.

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Z034-201(JA) (Bromberg/Patterson House) - Exhibit A - Page 3 of 3

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EXHIBIT B
PRESERVATION CRITERIA
Bromberg/Patterson House Historic District
3201 Wendover Road

1. GENERAL

- 1.1 All demolition, maintenance, new construction, public works, renovations, repairs, and site work in this district must comply with these preservation criteria.
- 1.2 Any alterations to property within this district must comply with the regulations contained in CHAPTER 51A of the Dallas City Code, as amended. In the event of a conflict, these preservation criteria control.
- 1.3 Certificate of appropriateness
 - a. A person may not alter a site within this district, or alter, place, construct, maintain, or expand any structure on the site without first obtaining a certificate of appropriateness in accordance with Section 51A-4.501 of the Dallas Development Code, as amended, and these preservation criteria.
 - b. The certificate of appropriateness review procedure outlined in Section 51A-4.501 of the Dallas Development Code, as amended, applies to this district.
 - c. Any work done under a certificate of appropriateness must comply with any conditions imposed in the certificate of appropriateness.
 - d. After the work authorized by the certificate of appropriateness is commenced, the applicant must make continuous progress toward completion of the work, and the applicant shall not suspend or abandon the work for a period in excess of 180 days. The Director may, in writing, authorize a suspension of the work for a period greater than 180 days upon written request by the applicant showing circumstances beyond the control of the applicant.
- 1.4 A person may not demolish or remove any structure in this district without first obtaining a certificate for demolition or removal in accordance with Section 51A-4.501 of the Dallas Development Code, as amended.
- 1.5 Preservation and restoration materials and methods used must comply with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library.

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- 1.6 No person shall allow a structure in this district to deteriorate through demolition by neglect. Demolition by neglect is neglect in the maintenance of a structure that results in deterioration of the structure and threatens preservation of the structure. All structures in this district must be preserved against deterioration and kept free from structural defects. See Section 51A-4.501 of the Dallas Development Code, as amended, for regulations concerning demolition by neglect.
- 1.7 Consult Article XI, "Development Incentives," of the Dallas Development Code, as amended, for tax incentives that may be available in this district.
- 1.8 The period of historic significance for this district is 1939 (original construction) to 2003 (restoration).

2. DEFINITIONS

- 2.1 Unless defined below, the definitions contained in CHAPTER 51A of the Dallas City Code, as amended, apply.
- 2.2 APPROPRIATE means typical of the historic architectural style, compatible with the character of this district, and consistent with these preservation criteria.
- 2.3 CERTIFICATE OF APPROPRIATENESS means a certificate required by Section 51A-4.501 of the Dallas Development Code, as amended, and these preservation criteria.
- 2.4 ~~DIRECTOR means the Director of the Department of Development Services or the Director's representative.~~
- 2.5 DISTRICT means Historic Overlay District No. 119, the Bromberg/Patterson House Historic Overlay District. This district contains the property described in Section 1 and Exhibit A of this ordinance and as shown on Exhibit C.
- 2.6 ERECT means to attach, build, draw, fasten, fix, hang, maintain, paint, place, suspend, or otherwise construct.
- 2.7 FENCE means a structure or hedgerow that provides a physical barrier, including a fence gate.
- 2.8 MAIN BUILDING means the Bromberg/Patterson House, as shown on Exhibit C.
- 2.9 PROTECTED means an architectural or landscaping feature that must be retained and maintain its historic appearance, as near as practical, in all aspects.
- 2.10 REAL ESTATE SIGN means a sign that advertises the sale or lease of an interest in real property.

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3. RESTRICTIVE COVENANTS

- 3.1 The property within this district is subject to restrictive covenants found in the Special Warranty Deed dated October 16, 2000 and filed in Volume 2000204, pages 2565 of the deed records of Dallas County, Texas. The restrictive covenants are attached to this ordinance as Exhibit D. Use and development of the property must comply with both the restrictive covenants and these preservation criteria. In the event of a conflict between the restrictive covenants and these preservation criteria, the more restrictive controls.

4. BUILDING SITE AND LANDSCAPING

- 4.1 New construction is allowed.
- 4.2 The main building is protected.
- 4.3 New driveways, sidewalks, steps, and walkways must be constructed of gravel, stone, or other appropriate material. Concrete, brick, brick pavers, or other appropriate paving materials may be used at swimming pool decks and other appropriate locations and as required by city code. Artificial grass, artificially-colored concrete, asphalt, exposed aggregate, and outdoor carpet are not permitted.
- 4.4 Landscaping
- a. Outdoor lighting must be appropriate and enhance the structure.
 - b. Landscaping must retain the natural character of the land and its relationship to the house.
 - c. Ravines and creeks, as shown on Exhibit C, must be preserved as wetlands.
 - d. Meadows and fields must retain their natural character.
 - e. Existing mature trees are protected, except that unhealthy or damaged trees may be removed.
 - f. New trails may be added and marked.
 - g. New landscaping elements (such as trails, steps, walls, fences, ponds, etc.) that are less than three feet in height may be added without a certificate of appropriateness.
- 4.5 Fences
- a. Perimeter fences along the creek and adjoining properties may not exceed eight feet in height.

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- b. Non-perimeter fences may not exceed six feet in height.
- c. Fences must be constructed of brick, cast stone, iron, stone, wood, a combination of these materials, or other appropriate materials. Perimeter fences along the creek and adjoining properties may also be constructed of chain link with a vinyl coating in a dark color such as black or green.
- d. Fences less than three feet in height may be erected without a certificate of appropriateness.

5. FACADES

5.1 Protected facades

- a. The facades shown on Exhibit C are protected.
- b. Reconstruction, renovation, repair, or maintenance of protected facades must be appropriate and must employ materials similar to the historic materials in texture, color, pattern, grain, and module size.
- c. Historic solid-to-void ratios of protected facades must be maintained.
- d. Brick added to protected facades must match in color, texture, module size, bond pattern, and mortar color.

5.2 Reconstruction, renovation, repair, or maintenance of nonprotected facades must be compatible with protected features.

5.3 Wood siding, trim, and detailing must be restored wherever practical.

5.4 All exposed wood must be painted, stained, or otherwise preserved.

5.5 Historic materials must be repaired if possible; they may be replaced only when necessary.

5.6 The paint on the existing brick may be removed and the brick may be treated with whitewash. If the paint on the existing brick is removed, it must be removed in accordance with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library, prior to refinishing.

5.7 Aluminum siding, stucco, and vinyl cladding are not permitted.

5.8 Historic color must be maintained wherever practical. Color schemes for non-masonry elements should conform to any available documentation as to historic color.

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- 5.9 Exposing and restoring historic finish materials is recommended.
- 5.10 Cleaning of the exterior of a structure must be in accordance with the Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library. Sandblasting and other mechanical abrasive cleaning processes are not permitted.

6. FENESTRATION AND OPENINGS

- 6.1 Historic doors and windows must remain intact except when replacement is necessary due to damage or deterioration.
- 6.2 Replacement of doors and windows which have been altered and no longer match the historic appearance is recommended.
- 6.3 Replacement doors and windows must express profile, muntin and mullion size, light configuration, and material to match the historic.
- 6.4 Storm doors and windows are permitted if they are appropriate and match the existing doors and windows in profile, width, height, proportion, glazing material, and color.
- 6.5 Decorative ironwork and burglar bars are not permitted over doors or windows of protected facades. Interior mounted burglar bars are permitted if appropriate.
- 6.6 Glass and glazing must match historic materials as much as practical. Films and tinted or reflective glazings are not permitted on glass.
- 6.7 New door and window openings in protected facades are permitted only where there is evidence that historic openings have been filled or the safety of life is threatened.
- 6.8 The Secretary of the Interior's Standards for Rehabilitation and Preservation Briefs published by the United States Department of the Interior, copies of which are available at the Dallas Public Library, should be referred to for acceptable techniques to improve the energy efficiency of historic fenestration.

7. ROOFS

- 7.1 The historic slope, massing, configuration, and materials of the roof must be preserved and maintained.
- 7.2 The following roofing materials are allowed: wood shingles and metal. The following roofing materials are not allowed: built-up, clay tiles, composition shingles, single-ply membrane, slate tiles, synthetic wood shingles, synthetic clay tiles, and terra-cotta tiles.

- 7.3 Historic eaves and roof trim must be retained, and should be repaired with material matching in size, finish, module, and color.
- 7.4 Mechanical equipment, skylights, and solar panels may not be placed on the roof.

8. PORCHES AND BALCONIES

- 8.1 Historic porches and balconies on protected facades are protected.
- 8.2 Porches and balconies on protected facades may not be enclosed. It is recommended that existing enclosed porches on protected facades be restored to their historic appearance.
- 8.3 Historic columns, detailing, railings, and trim on porches and balconies are protected.
- 8.4 Porch floors must be concrete, stone, or wood. Concrete and stone porch floors may not be covered with carpet or paint. Wood floors must be painted or stained. A clear sealant is acceptable on porch floors.

9. EMBELLISHMENTS AND DETAILING

- 9.1 The following architectural and site elements are considered important features and are protected:
 - a. Linear design of the main building.
 - b. Physical access from the main building to the outdoors.
 - c. Views of the outdoors from inside the main building.
 - d. Multiple porches.
 - e. Bay windows.
 - f. Exterior features, including windows, window patterns, doors, porch railings, and ornamentation.
 - g. Existing wood bridge over creek.
 - h. Gravel road and circular drive at main house (including the existing location and width).
 - i. Masonry chimneys.
 - j. Masonry seating wall at the front of the main building.
 - k. Exterior wood shutters on the west facade.
 - l. Stone cladding on outdoor steps.

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10. NEW CONSTRUCTION AND ADDITIONS

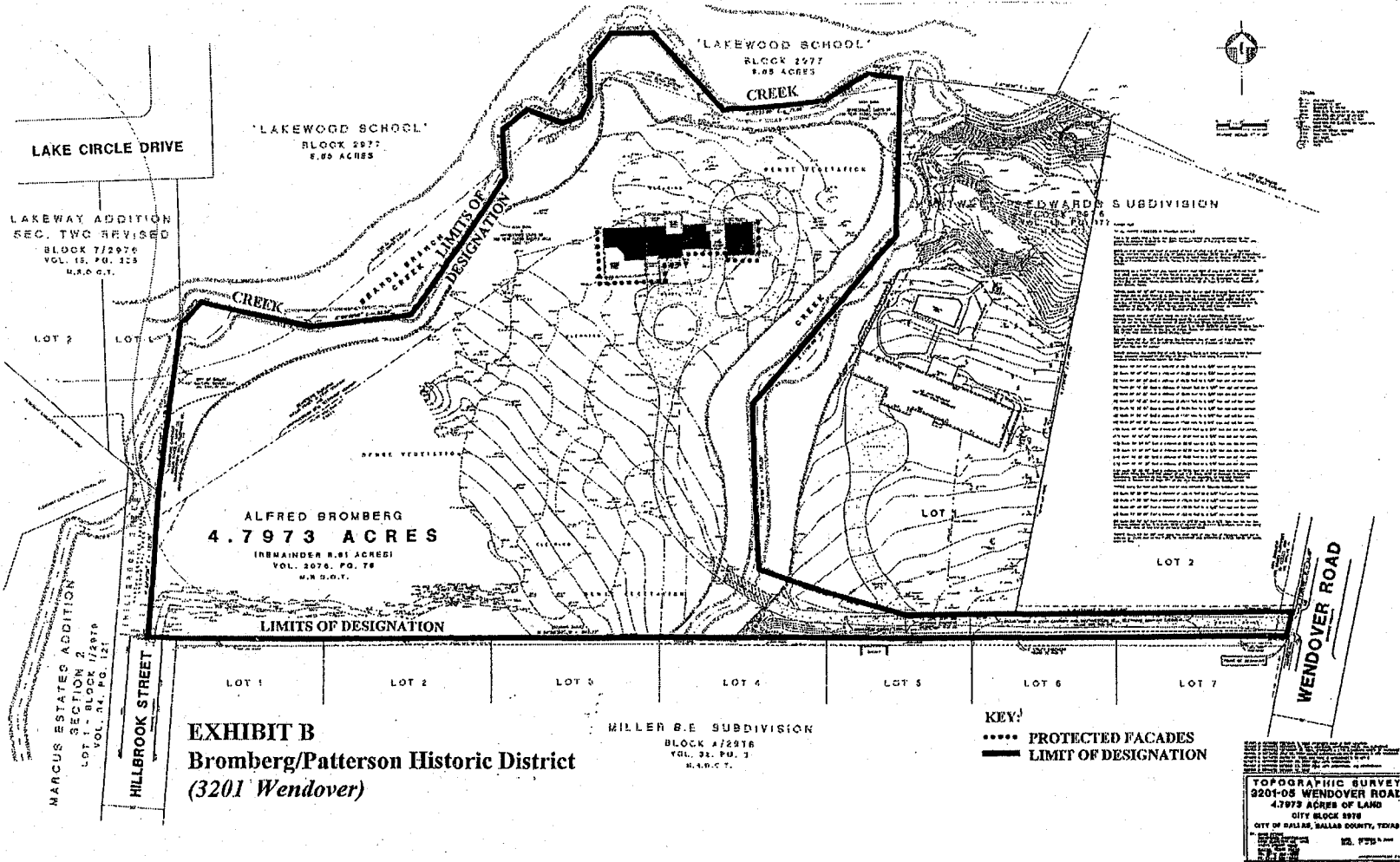
- 10.1 Stand-alone new construction is permitted.
- 10.2 Vertical additions to the main building are not permitted.
- 10.3 Horizontal additions to the main building are permitted on the north and east facades.
- 10.4 The color, details, form, materials, and general appearance of new construction must be compatible with the main building.
- 10.5 Any additions to the main building must be consistent with the historic character of the main building, and have appropriate color, detailing, fenestration, massing, materials, roof form, shape, and solid-to-void ratios.
- 10.6 The height of any additions to the main building may not exceed the height of the main building, except that if an elevator is added to the main building to provide access to the second floor, the elevator override may exceed the height of the main building if necessary. This override structure must not be visible from the front yard, gravel drive, or circular drive at the south side of the main building.
- 10.7 Stand-alone new construction must be compatible with the main building but should be subordinate to the main building. "Subordinate" means ~~less ornate, less conspicuous, and/or with less massing, so that it does not appear to be the dominant structure in the district.~~
- 10.8 The floor area of each stand-alone new construction structure may not exceed 2,000 square feet.
- 10.9 In no case may the height of stand-alone new construction exceed the height of the main building. Any portion of stand-alone new construction visible from the main building is limited to one-story. Any portion of stand-alone new construction not visible from the main building is limited to two stories.
- 10.10 Aluminum siding, stucco, and vinyl cladding are not permitted.
- 10.11 Additions must be designed so that connections between additions and the historic building are clearly discernible as suggested by the Secretary of the Interior in Preservation Brief No. 14. A clear definition of the transition between additions and the historic building must be established and maintained. Historic details in the coping, eaves, and parapet of the historic building must be preserved and maintained at the point where the historic building abuts additions.

11. SIGNS

- 11.1 Signs may be erected if appropriate.
- 11.2 All signs must comply with the provisions of the Dallas City Code, as amended.
- 11.3 Temporary political campaign signs as defined in Chapter 15A of the Dallas City Code, as amended, and temporary real estate signs may be erected without a certificate of appropriateness.
- 11.4 Movement control signs and protective signs may not exceed four square feet in effective area, and may not be visible from the main building.
- 11.5 Signs may not have a commercial message.

12. ENFORCEMENT

- 12.1 A person who violates these preservation criteria is guilty of a separate offense for each day or portion of a day during which the violation is continued, from the first day the unlawful act was committed until either a certificate of appropriateness is obtained or the property is restored to the condition it was in immediately prior to the violation.
- 12.2 A person is criminally responsible for a violation of these preservation criteria if the person owns part or all of the property where the violation occurs, the person is the agent of the owner of the property and is in ~~control of the property, or the person commits the violation or assists in the commission of the violation.~~
- 12.3 Any person who adversely affects or demolishes a structure in this district in violation of these preservation criteria is liable pursuant to Section 315.006 of the Texas Local Government Code for damages to restore or replicate, using as many of the original materials as possible, the structure to its appearance and setting prior to the violation. No certificates of appropriateness or building permits will be issued for construction on the site except to restore or replicate the structure. When these restrictions become applicable to a site, the Director shall cause to be filed a verified notice in the county deed records and these restrictions shall be binding on future owners of the property. These restrictions are in addition to any fines imposed.
- 12.4 Prosecution in municipal court for a violation of these preservation criteria does not prevent the use of other enforcement remedies or procedures provided by other city ordinances or state or federal laws applicable to the person charged with or the conduct involved in the offense.



End of Criteria.

Preservation Criteria - Bromberg/Patterson Historic District
FINAL DRAFT- October 12, 2003

SPECIAL WARRANTY DEED
(Fee Simple Determinable with Possibility of Reverter)

1172349

10/19/00 2361345 \$119.00
Deed

STATE OF TEXAS §
COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

"Grantors" are:

- (1) ESTATE OF JUANITA K. BROMBERG, DECEASED by Alan R. Bromberg and Anne R. Bromberg, Co-Independent Executors,
- (2) Alan R. Bromberg and Anne R. Bromberg, TRUSTEES UNDER THE WILL OF ALFRED L. BROMBERG, and
- (3) Alan R. Bromberg and Anne R. Bromberg, TRUSTEES UNDER THE WILL OF JUANITA K. BROMBERG.

Grantors, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by DAN E. PATTERSON and GAIL THOMA PATTERSON ("GRANTEES"), the receipt and sufficiency of which are hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents hereby GRANT, SELL and CONVEY to GRANTEES:

The real property described in Exhibit "A", attached hereto and made a part hereof (the "Land"), together with

The single family residence and other improvements thereon (the "House") and appurtenances thereto, so long as the GRANTEES abide by all terms, conditions and criteria (the "Presentation Criteria"), described in Part 1 of this agreement as listed below, it being the intention of Grantors to grant to grantees hereby a fee simple determinable estate with possibility of reverter. The Land, together with the improvements and appurtenances, are collectively called the "Property".

The essence of this sale and conveyance is assurance of long-term preservation of the basic character of the carefully designed and architecturally significant House of finely crafted natural materials in a 4.77 acre park and woodland setting on the Property. Part 1 below sets the preservation criteria, requiring certain actions, prohibiting certain actions and permitting certain actions. Part 2 sets the arrangement for a Preservation Committee to assure that the criteria will be followed by requiring approval of the Committee for actions that are not permitted by Part 1. Parts 3-8 provide further implementation. Without assurance of these preservation criteria and the covenants, restrictions and rights herein, Grantors would not have made this sale and conveyance. Accordingly, by acceptance hereof, Grantees acknowledge and agree that the Property will be held, occupied, transferred, sold and conveyed subject to the covenants, restrictions and rights herein, and that Grantors would not have sold and conveyed the Property to Grantees without this acknowledgment and agreement by Grantees. Exhibit "C", attached hereto, consists of pictures of the House which illustrate the exterior and interior features of the House to be preserved as a historic work of Texas architecture in accordance with the terms of this Deed.

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1. Preservation Criteria

1.1 The Land may not be subdivided. No part less than the whole may be sold or transferred or mortgaged. But this prohibition does not apply to (a) mortgages, deeds of trusts or security interests on the whole property in compliance with Section 8.1 below, (b) utility easements, or (c) a conveyance made under power of eminent domain or made under threat of eminent domain.

1.2 The natural character of the Land and relation of the House to it will be retained.

Healthy mature trees will remain, additional trees may be planted and will be planted where mature trees die. Trees and other plants may be removed to the extent necessary to reasonably accommodate improvement approved by the Preservation Committee. Trees may be pruned and ivy or other vines removed.

Brush and shrubs may be trimmed or cleared.

Landscape maintenance may be undertaken as Grantees reasonably deem necessary or prudent to maintain the Land and the House in good condition.

Trails may be marked and paths cut.

Ravines or creeks are to be preserved as wetlands. They may be cleared of brush or logs.

Meadows and fields will be preserved. Gardens may be expanded or added. Landscaping, fountains and garden pools and terraces may be added. Fencing and low walls may be added.

A swimming pool may be built.

Hardscape of concrete or other paving may be installed only for a deck around a pool.

1.3 The House will be preserved good condition and repair for, and the Property may be used only for, residential purposes of a single family.

Rooms may be added to the North or East consistent with existing historic character.

The garage may be converted to a large family room or otherwise restructured.

The apartment above the garage may be converted to a large family room or otherwise restructured.

The apartment above the garage may be directly connected to the House by a door from the upstairs central porch or by an exterior corridor from the upstairs hall or West bed room (former guest room).

A separate guest building or a separate building for a member of the same family may be constructed, consistent with the existing historic character of the House.

1.4 The exterior features of the House will be preserved as a historic work of Texas architecture.

The linear design, multiple porches, bay windows, and visual and physical access to the outdoors will be retained.

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The exterior surface, including walls, roofs, windows, doors and the foundation, may have routine repair, maintenance and repainting.

The paint on the exterior surface may be removed and the brick may be treated with whitewash.

1.5 The interior design of the House and use of materials will be preserved.

The architectural spaces basic to the design (bay windows, the flow between rooms, the curve of the stair well) will be retained.

The significant architectural detail and design of the interior (wall panels, ceilings, mantels, hand carvings, hinged and sliding doors, balustrade, choice of woods, and other fittings) will be retained.

Unpainted interior wood may be refinished but not painted.

Unique interior details such as powder room tile floor, corner structures, half doors, louvers, folding desk, butler's pantry with its copper sink and divided cabinets and drawers will be retained.

Lighting may be revised or added.

Bathrooms and kitchen may be modernized.

Furniture may be freely chosen and located.

Carpets may be removed or replaced.

Damaged or worn material may be replaced or renovated.

1.6 Changes, additions or new construction permitted by these Preservation Criteria will be consistent as to materials, quality design, color and appearance with the historical and artistic character of the House and the existing landscape.

1.7 Guides for Grantors and Grantees in actions permitted by Part 1 and for the Preservation Committee in approvals under Part 2 include plans and specifications for the House dated 1939 by Architects O'Neil Ford and Arch Swank, and illustrations and descriptions of the House in David Dillon, *The Architecture of O'Neil Ford - Celebration of Place* pages 40-42 (University of Texas Press 1999); Mary Carolyn Hollers George, *O'Neil Ford, Architect, Color Plate 8* (Texas A&M University Press 1992); Douglas Newby, *Seventy-Five Years of Texas Modernism in Dallas, Legacies* vol. IX pages 50-55 (Fall 1997); Richard R. Brettell, *The Dallas Houses of O'Neil Ford*, pages 6-8 (Preservation Dallas, May 18, 1996); *House and Garden Magazine* pages 172-74 (September 1951). Grantors have given Grantees copies of these references. Additional guides which may be considered include the U.S. Department of Interior Preservation Briefs and Standards, the criteria of the City of Dallas Landmark Commission and the pictures included in Exhibit "C" hereto.

1.8 Significant construction or reconstruction permitted by these Preservation Criteria will be promptly reported to the Preservation Committee described in Part 2 below.

1.9 If Grantors apply for Landmark designation of the Property by City of Dallas or National Register listing, Grantees will support the application.

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2. Preservation Committee. To provide continuity of preservation, actions not permitted by the Preservation Criteria in Part 1 above must be approved by the Preservation Committee ("Committee").

2.1 Proposed Change. The Owner of the Property proposing an action not permitted by the Preservation Criteria in Part 1 above will submit the proposed action in writing to the Committee along with the written information (such as sketches or plans) the Committee reasonably requests.

2.2 Committee Approval or Disapproval; Arbitration of Disapproval.

(A) The Committee will promptly respond with written approval, suggestions for change (along with its reasons) or written disapproval (along with its reasons). A written approval by the Committee is final and binding on the Owner, Grantors, Alan R. Bromberg, Anne R. Bromberg and the Committee as constituted from time to time, but does not preclude Grantors, Alan R. Bromberg, Anne R. Bromberg or the Committee as constituted from time to time from claiming that a violation has occurred because the proposed action was not carried out as approved, unless, following completion of the proposed action, the Committee, upon request of the Owner, confirms in writing that the action was carried out as approved.

(B) Disapproval will be based on (i) nonconformity of the proposed action with the covenants and restrictions in this document, or (ii) incompatibility of the proposed action and related materials, quality, design, color and appearance with the existing House and existing landscape.

(C) If the Committee fails to respond to a proposal within 60 (sixty) days after receipt of the proposal and with information requested by the Committee (including information requested after receipt of the proposal), the proposal is deemed approved.

(D) The Owner submitting an action which is disapproved by the Committee will have the right (i) at any time to modify the proposed action in light of the Committee's stated reasons for disapproval and resubmit the proposal, as modified, to the Committee, or (ii) within thirty (30) days after receipt of the written disapproval to submit to binding arbitration pursuant to Part 6 below for the limited purpose of determining whether the disapproval meets the standard of Section 2.2(B). Arbitrator selection and arbitration procedure will be governed by Part 6 below.

(E) If the arbitrator decides that the disapproved action is in conformity with the covenants and restrictions in this document and that the disapproved action and related materials, quality, design color and appearance are compatible with the historical and artistic character of the House and existing landscape, the disapproved action is deemed approved.

(F) If the arbitrator decides that the disapproved action is not in conformity with the covenants and restrictions in this document or that the disapproved action and related materials, quality, design color and appearance are not compatible with the historical and artistic

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character of the House and existing landscape, the disapproved action is confirmed as disapproved.

2.3 Committee Composition; Decision by Majority. The Committee will initially consist of Alan R. Bromberg and Anne R. Bromberg. Each of them may appoint one or more successors or additional members and each successor or additional member may appoint his or her successor. However, at no time will the Committee consist of more than five members. If, after Alan R. Bromberg and Anne R. Bromberg both cease to serve on the Committee, the Committee consists of fewer than three members, additional members will be appointed to the Committee by a member of the Committee as it then exists as expeditiously as possible to ensure that the Committee consists of no fewer than three members. If at any time Alan R. Bromberg or Anne R. Bromberg is the only person is serving on the Committee, that person may appoint an additional person. If at any time no person is serving on the Committee, the Executive Director or similar official of Preservation Dallas, Inc. (or of a nonprofit organization with similar preservation purpose if Preservation Dallas, Inc. no longer exists) will appoint three members. Each designation may (but need not be) be in writing, acknowledged and filed for record in the Deed Records of Dallas. A designation so acknowledged and filed will be conclusive. Each designation will be effective on or at a time or on an event stated in the designation (such as immediately, on a specified date or on the death or incapacity of the person designating). Decisions of the Committee will be by majority of its members if there are more than two and by unanimity if there are fewer than three. No Committee member shall vote or otherwise participate in any decision that the Committee member knows or reasonably should know could have a direct economic effect (whether advantageous or disadvantageous) on that member or his or her spouse, child (including stepchildren and sons or daughters-in-law), sibling (including step-siblings) or parent (including stepparents and fathers or mothers-in-law). Other than Alan R. Bromberg and/or Anne R. Bromberg, no person employed by Southern Methodist University shall be permitted to serve on the Committee.

2.4 Committee Approval or Arbitration Required. Except as permitted by Part 1, no building, structure, modification or other improvement will be erected, placed, altered or made on the Property unless approved in writing by the Committee or by an arbitrator pursuant to Sections 2.2(E) above or 5.3(A) or (C), 5.4(A) or 5.5(A) below. The Committee has the authority to make final decisions interpreting and applying the Preservation Criteria and the covenants and restrictions herein subject to an arbitrator decision pursuant to Sections 2.2(E) above or 5.3, 5.4 or 5.5 below.

2.5 Liability Limitation. No member or agent of the Committee, no arbitrator and no person designating a Committee member pursuant to Section 2.3 will be liable in damages to anyone submitting a proposal to the Committee or to any owner of the Property in connection with approval or disapproval of the proposal. Every person who submits a proposal to the Committee and every owner of the Property agrees, by such submission, that he or she will not bring any action or suit against the Committee, its members, an arbitrator or any person designating a Committee member, for damages or other relief arising out of or in connection with this Deed, and each such submitter or owner hereby releases all claims, demands and causes of action arising out

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of or in connection with any acts or omissions of the Committee or arbitrator arising out of or in connection with this Deed, and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given. The foregoing release specifically covers the negligence of the Preservation Committee, its members and agents and the arbitrator. However, the waivers, releases and agreements in this Section 2.4 do not extend to claims for fraud, intentional violation of the last sentence of Section 2.3 above or the gross negligence or intentional misconduct of an arbitrator, a Committee member or a person designating a Committee member.

3. Covenants Running With the Land. The covenants and restrictions of this Special Warranty Deed will run with and bind the Property and each owner thereof and will inure to the benefit of and be enforceable only by Grantors and the Committee as it is constituted from time to time.

4. Enforcement. While Grantors and Grantees intend that claimed violations of these covenants and restrictions will be determined by arbitration under Parts 5 or 6 below, enforcement of these covenants and restrictions by Grantors or the Committee may also be by any proceeding at law or in equity against any person violating or attempting to violate the same, and/or to recover damages. The failure by a person to enforce any covenant or restriction herein is not a waiver of the right to do so thereafter. Notwithstanding the foregoing, no person shall have the right to claim a violation of any covenant with respect to an action that, as carried out, has been approved in writing by the Committee or the arbitrator under Sections 2.2(A) or 6.6. In any litigation hereunder, the party seeking to enforce the covenants and restrictions herein will be entitled to recover all costs and expenses, including reasonable attorneys' fees, from the party found to have violated the covenants and restrictions.

5. Arbitration of Claimed Violation; Determinable Fee; Possibility of Reverter.

5.1 Notice of Claimed Violation. As stated in the granting clause on page 1, it is the intention of Grantors to grant hereby to Grantees a fee simple determinable estate with possibility of reverter. In the event of any claimed violation of the covenants and restrictions in this Deed and the continuation of the violation for a period of thirty (30) days after the receipt by the then record owner (the "Owner" whether one or more) of the Property of written notice of the violation(s), any one of Grantors, Alan R. Bromberg, Anne R. Bromberg, or a majority of the Committee as then constituted will have the right to give written notice ("the Notice of Claimed Violation") to Owner that title to the Property will automatically revert to Grantor's assignee, Southern Methodist University ("S.M.U.," a Texas nonprofit corporation) on the expiration of thirty (30) days after the receipt by Owner of the Notice of Claimed Violation, subject only to the right of Owner to demand binding arbitration as set forth in this Part 5. The person giving the Notice of Claimed Violation will file it of record in the Deed Records of Dallas County, Texas at the same time it is given to Owner.

5.2 Right to Arbitrate. Owner will have the right at any time up to thirty (30) days after receipt of the Notice of Claimed Violation to submit to binding arbitration as follows, for the

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limited purpose of determining in accordance with Part 6 below whether a violation has occurred and has continued as set forth in Sections 5.3, 5.4 or 5.5 below.

5.3 Permitted Action Not Meeting Standard of Section 1.6. If the claimed violation is that a change permitted by Sections 1.1 through 1.5 does not meet the standard of Section 1.6, the limited purpose of the arbitration is to make one or more of the following decisions:

(A) If the arbitrator decides that the change meets the standard of Section 1.6, the change is deemed approved.

(B) If the arbitrator decides that the change does not meet the standard of Section 1.6, the change is deemed disapproved and the violation must be cured in 60 days or such minimally extended cure period as the arbitrator specifies is reasonably needed for an experienced and adequately paid contractor to cure the violation.

(C) If the arbitrator decides that a violation found under Section 5.3(B) has been cured within the 60 days or extended cure period, the change is deemed approved.

(D) If the arbitrator decides that the violation has not been cured within the 60 days or specified extended cure period, the Property reverts to S.M.U. in accordance with Section 5.6(A) below.

5.4 Approved Action Not Carried Out as Approved. If the claimed violation is that a change approved by the Committee was not carried out as approved and does not meet the standard of Section 1.6 or 2.2(B), the limited purpose of the arbitration is to make one or more of the following decisions:

(A) If the arbitrator decides that the change was carried out as approved and meets the standards of Section 1.6 and 2.2(B), the change is deemed approved.

(B) If the arbitrator decides that the change was not carried out as approved or does not meet the standard of Section 1.6 or 2.2(B), the change is deemed disapproved and the violation must be cured in 60 days or such minimally extended cure period as the arbitrator specifies is reasonably needed for an experienced and adequately paid contractor to cure the violation.

(C) If the arbitrator decides that a violation found under Section 5.4(B) has been cured within the 60 days or extended cure period, the change is deemed approved.

(D) If the arbitrator decides that the violation has not been cured within the 60 days or specified extended cure period, the Property reverts to S.M.U. in accordance with Section 5.6(B) below.

5.5 Action Not Permitted and Not Submitted for Committee Approval. If the claimed violation is that a change (i) not permitted by Sections 1.1 through 1.5 and (ii) not submitted for Committee approval does not meet the standards of Section 1.6 and 2.2(B), the limited purpose of the arbitration is to make one of the following decisions:

(A) If the arbitrator decides that the change meets the standards of Section 1.6 and 2.2(B), the change is deemed approved.

(B) If the arbitrator decides that the change is permitted under Sections 1.1 through 1.5, but, as carried out, does not meet the requirements of Section 1.6, the change is deemed disapproved and the violation must be cured in 60 days or such minimally extended cure period as

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the arbitrator specifies is reasonably needed for an experienced and adequately paid contractor to cure the violation.

(C) If the arbitrator decides that the change (i) is not permitted under Sections 1.1 through 1.5, (ii) was not submitted to the Committee for approval, and (iii) does not meet the standards of Sections 1.6 and 2.2(B), the Property reverts to S.M.U. in accordance with Section 5.6(D) below.

5.6 Reversion. On the filing in the Deeds Record of Dallas County, Texas of any of these documents:

(A) The arbitrator's decision under Section 5.3(D) that the violation has not been cured within the 60 days or specified extended cure period;

(B) The arbitrator's decision under Section 5.4(D) that the violation has not been cured within the 60 days or specified extended cure period;

(C) The arbitrator's decision that the violation has not been cured within the 60 days or specified extended cure period under Section 5.5(B); or

(D) The arbitrator's decision under Section 5.5(C) that the change (i) is not permitted under Sections 1.1 through 1.5, (ii) was not submitted to the Committee for approval, and (iii) does not meet the standards of Sections 1.6 and 2.2(B);

the Owner's interest in the Property will terminate ipso facto without reentry by Grantors, and in such event title in fee simple absolute to the Property will automatically revert to Grantors and immediately vest and be owned by "S.M.U.", its successors and assigns, pursuant to the assignment attached as Exhibit "B" hereto, without the necessity of any further action on the part of Grantors or any other person.

5.7 Request for Additional Time to Cure. In lieu of the procedure described in Section 5.3, the Owner may, within thirty (30) days after the receipt of a Notice of Claimed Violation, file with the arbitrator an acknowledgment of the violation and a confirmation that Owner will immediately initiate a cure thereof, together with a request that the arbitrator specify a cure period for such violation based upon the arbitrator's determination of the minimal time reasonably necessary for an experienced and adequately paid contractor to cure the violation. If the Owner submits a request under this Section, then notwithstanding any other provision of this Deed, the Owner shall have such time to cure the violation as is specified by the arbitrator. If the Owner does not complete the cure within such time, the Owner shall have no right to request any additional time to cure and the Property will automatically revert to Grantors and immediately vest and be owned by "S.M.U.", its successors and assigns, pursuant to the assignment attached as Exhibit "B" hereto, without the necessity of any further action on the part of Grantors or any other person.

5.8 If Arbitration Not Demanded. If the Owner has the right to demand arbitration under Section 5.2 or 5.7 but does not demand it as permitted by those Sections, then Grantors, a majority of the Committee, Alan R. Bromberg or Anne R. Bromberg may file in the Deed Records of Dallas County, Texas, an affidavit stating that the Owner received a Notice of Claimed Violation, failed to cure the violation described in the Notice of Claimed Violation, and had a right to arbitration under Sections 5.2 and 5.7 but did not demand it under those Sections.

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The Owner shall be provided with a copy of the affidavit. The Owner may contest the accuracy of the affidavit by submitting the same to arbitration in accordance with Section 6.2 seeking a determination as to the accuracy of the statements contained in the affidavit, but if (i) the Owner fails to file an application for arbitration within thirty (30) days after the Owner's actual receipt of the affidavit, or (ii) the Owner files such application the arbitrator confirms the accuracy of the affidavit, then in either event, the Owner's interest in the Property will terminate ipso facto without reentry by Grantors, and in such event title in fee simple absolute to the Property will automatically revert to Grantors and immediately vest and be owned by "S.M.U.", its successors and assigns, pursuant to the assignment attached as Exhibit "B" hereto, without the necessity of any further action on the part of Grantors or any other person. If the Owner timely files an action described above and a determination is issued in favor of the Owner, the Owner shall retain title to the Property subject to the covenants and conditions of this Deed. The arbitrator's decision will be in writing and will be filed in the Real Property Records of Dallas County, Texas.

5.9 Evidence That Conditions Satisfied. The execution, acknowledgment and filing for record in the Real Property Records of Dallas County, Texas, of (i) the arbitrator's decision under Sections 5.6(A), 5.6(B), 5.6(C), 5.6(D) or 5.8 shall be conclusive evidence that all conditions precedent to the determination of Grantees' determinable fee simple interest in the Property under Section 5.2 or Section 5.3 have been satisfied and that title has reverted and become vested in S.M.U. The Owner's failure to file in the Real Property Records a copy of the Arbitration Demand made under Section 5.8 within thirty (30) days after receipt of the affidavit described in that section will be conclusive evidence that all conditions precedent to the determination of Grantees' determinable fee simple interest in the Property under Sections 5.2 or 5.3 have been satisfied.

5.10 Status After Termination. On any termination of Grantees' determinable fee interest in the Property, Grantees will for all purposes become a tenant at will and will be subject to eviction as a tenant in accordance with the laws of the State of Texas.

5.11 Cumulative Remedy. The reversionary interest contained herein is cumulative of and in addition to all other rights and remedies available to Grantors, Alan R. Bromberg, Anne R. Bromberg, the Committee and their respective legal representatives, heirs, successors and assigns, for any violation of the covenants and restrictions in this Deed.

5.12 Right of S.M.U. If the Property passes to S.M.U. under this Part 5, S.M.U. will have the right to terminate the covenants and restrictions herein by executing, acknowledged and filing for record a statement of termination. Grantors express the wish that S.M.U. will not exercise that right but will observe the covenants and restrictions or transfer the property to someone who will observe them. Any net proceeds from S.M.U.'s sale of the Property will be divided equally between the Fine Arts Library and the Bromberg Book Fund at the Law Library.

6. Arbitration Provisions.

6.1 Demand. To obtain arbitration, an Owner will within thirty (30) days after Owner's receipt of the Notice of Claimed Violation under Section 5.1 above or receipt of written

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disapproval by the Committee under Section 2.2(B) above or receipt of the affidavit described in Section 5.8:

- (A) Deliver written demand for binding arbitration ("the Arbitration Demand") to each member of the Committee as then constituted;
- (B) File the Arbitration Demand for record in the Deed Records of Dallas County, Texas, and
- (C) Deliver the Arbitration Demand to the American Arbitration Association at its office in Dallas, Texas in accordance with its rules for Commercial Arbitration.

6.2 Location. Any arbitration will be held in Dallas, Texas.

6.3 Arbitrator. The arbitration will be decided by a single arbitrator who will (i) be acceptable to both parties, (ii) have no financial or business connection with either party to the arbitration and (iii) if possible, be a person with knowledge of architecture (including architectural style) or historic preservation or both. If the parties are unable to agree on an arbitrator within ten (10) days after the delivery of the Arbitration Demand, the arbitrator will be appointed by the American Arbitration Association, pursuant to its commercial arbitration rules and in compliance with clause (iii) of this paragraph.

6.4 Timing. Immediately following appointment of the arbitrator, the parties will meet with the arbitrator and determine a schedule for the arbitration proceedings, which proceedings will proceed as rapidly as possible. Any construction claimed in the Notice of Claimed Violation to be a violation will be stopped until the arbitration is completed. The arbitration will be conducted in accordance with the commercial arbitration rules and procedures of the American Arbitration Association.

6.5 Written Decision. Each decision of the arbitrator will be in writing, acknowledged and delivered to the parties to the arbitration. It may be filed for record in the Deed Records of Dallas County, Texas, by either party to the arbitration or by any member of the Committee.

6.6 Effect of Decision. A written decision of the arbitrator is final and binding on the Owner, Grantors, Alan R. Bromberg, Anne R. Bromberg and the Committee as constituted from time to time, but does not preclude Grantors, Alan R. Bromberg, Anne R. Bromberg or the Committee as constituted from time to time from claiming that a violation has occurred because the action approved by the arbitrator was not carried out as approved, unless, following completion of the proposed action, the arbitrator or the Committee, upon request of the Owner, confirms in writing that the action was carried out as approved.

6.7 Scope of Arbitration. Grantors and Grantees agree that any dispute as to the occurrence of a violation which gives rise to a reversion of title to the Property in accordance with this deed will be resolved only by arbitration pursuant to these Parts 5 and 6 and only in accordance with the American Arbitration Association commercial arbitration rules then in effect. This agreement to arbitrate will be specifically enforceable under prevailing arbitration laws. The award rendered by the arbitrator will be final, binding and conclusive and may be filed in any

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court of competent jurisdiction. Judgment may be entered upon the award in any court having jurisdiction.

6.8 Costs. All costs and expenses of the arbitration will be paid by the party filing the Arbitration Demand.

7. Termination or Amendment of Covenants and Restrictions.

7.1 Committee Action.

(A) The Committee and Grantors acknowledge and agree that as of the date of this Deed, the Property complies with the covenants and restrictions herein.

(B) If because of destruction of, or severe fire or storm damage to, the House or significant change in legal or physical environment, the Committee concludes that it is no longer feasible or desirable to maintain in force the covenants and restrictions herein, it may terminate the covenants and restrictions herein.

(C) If a condition or proposed change otherwise complies with the covenants and restrictions herein but

(1) is in conflict with then-applicable building codes, zoning ordinances or other applicable codes, ordinances, statutes or judicial or administrative rulings, orders or regulations or

(2) creates a danger to the health or safety of persons or property, the Committee shall, as the Committee deems necessary, reasonable or advisable and consistent with the remaining covenants and conditions, amend the covenants and restrictions to eliminate the conflict or danger.

(D) A termination or amendment will be made by executing, acknowledging and filing for record in the Real Property Records of Dallas County a statement of termination or of amendment.

7.2 Passage of Time. The covenants and restrictions contained herein will automatically terminate without the need for any additional action whatsoever on

(A) the expiration of 21 years following the death of the last living heir of Robert F. Kennedy and the last living heir of Ronald Reagan or

(B) the 60th anniversary of the date of this instrument, whichever occurs first.

8. Liens and Encumbrances.

8.1 Permitted Liens. Notwithstanding anything to the contrary herein, Grantees may grant security interests, deeds of trust, mortgages, and other liens and encumbrances (collectively, "Liens") for purchase money, improvements or any refinancing thereof, to an unrelated third party institutional lender on the whole of the Property (but not on any portion less than the whole thereof) without the consent or approval of Grantors or the Committee.

8.2 Liens Survive Reverter. If title to the Property reverts to and become vested in S.M.U. or its successors and assigns, such vesting will be subject to, and will not extinguish, any Liens

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then existing on or with respect to the Property. On request, Grantors will execute and will use their best efforts to cause S.M.U. to execute and acknowledge all such further instruments and assurances as Grantees or their lenders may reasonably require to evidence and effectuate this Section.

9. Notices. Any notice required or permitted under Part 5 or any other portion of this deed will be (i) in writing, (ii) addressed to Grantors or Grantees or any other Owner of the Property, as the case may be, at the address below, and (iii) given by certified or registered mail, facsimile transmission ("fax") or express courier mail. A notice given by mail will be deemed given and received forty-eight (48) hours after a certified or registered letter properly addressed, with postage prepaid and return receipt requested, is deposited in the United States mail. A notice given by fax will be deemed given and received only when written confirmation of the receipt of the fax has been received by the sender. Notwithstanding the foregoing, each Notice of Claimed Violation and each affidavit given under Section 5.8 must be delivered by certified or registered mail, return receipt requested, and such items will be deemed given and received as of the date of delivery as evidenced by the return receipt issued by the U.S. Postal Service. Any party hereto may, at any time by giving fifteen (15) days written notice to the other party hereto, designate any other address in substitution of the foregoing address to which notice will be given. The parties acknowledge that time is of the essence with regard to the notices and other matters provided herein.

Grantors:	<p>Estate of Juanita K. Bromberg, Deceased c/o Alan R. Bromberg 3701 Stratford Ave. Dallas, Texas 75205-2812 Telephone: (214) 855-4399 or (214) 526 -7812 Fax: (214) 768 1655 or (214) 526 1242</p> <p>Trust under the Will of Alfred L. Bromberg, Deceased c/o Alan R. Bromberg 3701 Stratford Ave. Dallas, Texas 75205-2812 Telephone: (214) 855-4399 or (214) 526 -7812 Fax: (214) 768 1655 or (214) 526 1242</p> <p>Trust under the Will of Juanita K. Bromberg, Deceased c/o Alan R. Bromberg 3701 Stratford Ave. Dallas, Texas 75205-2812 Telephone: (214) 855-4399 or (214) 526 -7812 Fax: (214) 768 1655 or (214) 526 1242</p>
Grantees:	<p>Dan E. and Gail Patterson 3201 Wendover Road Dallas, Texas 75214-3541 Telephone: 214 978-3817 Fax: 214 978-3899</p>

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Other Owner of the Property: at the Property

TO HAVE AND TO HOLD THE DETERMINABLE FEE SIMPLE INTEREST IN THE PROPERTY, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the covenants, restrictions, rights, conditions and provisions and possibility of reverter stated above, to Grantees and Grantees' heirs, successors and assigns forever. Grantors binds themselves and their successors and assigns to warrant and forever defend all and singular the Property to Grantees and Grantees' heirs, successors and assigns, subject to the restrictive covenants, the springing interest and the other restrictions, rights, conditions and provisions stated above, against every person lawfully claiming or to claim all or any part of the Property, by through, or under Grantors, but not otherwise.


THIS CONVEYANCE OF THE PROPERTY IS MADE ON AN "AS IS" BASIS, AND BY EXECUTING AND RECORDING THIS SPECIAL WARRANTY DEED, GRANTEEES ACKNOWLEDGE THAT GRANTORS MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY.

EXECUTED this 16 day of October, 2000.

GRANTORS:

ESTATE OF JUANITA K. BROMBERG,
DECEASED

By:



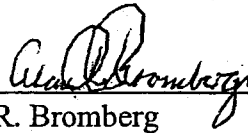
Alan R. Bromberg
Independent Co-Executor

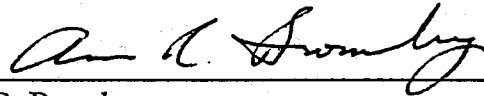
By:



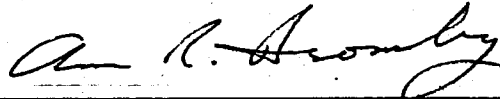
Anne R. Bromberg
Independent Co-Executor

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TRUSTEES UNDER THE WILL OF ALFRED L.
BROMBERG,

Alan R. Bromberg
Trustee

Anne R. Bromberg
TrusteeTRUSTEES UNDER THE WILL OF JUANITA K.
BROMBERG,

Alan R. Bromberg
Trustee

Anne R. Bromberg
Trustee

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Acknowledgment and Acceptance of Grantees:

Grantees hereby represent and warrant to, and agree with, Grantors that Grantees accept the conveyance of the Property on the terms, covenants, conditions, possibility of reverter (determinable fee) and restrictions in this Special Warranty Deed, and agree that the same are fully enforceable against Grantees and Grantees' heirs, successors and assigns. Grantees hereby further acknowledge and agree that the provisions in this Special Warranty Deed are material inducements for Grantors' grant, sale and conveyance of the Property to Grantees.

GRANTEES:



DAN E. PATTERSON



GAIL THOMA PATTERSON

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Exhibit "A"

The Property

BEING all that certain lot, tract or parcel of land situated out of the B. F. Andrews Survey, Abstract No. 35 out of the City of Dallas Block Number 2976, and being the remainder of the property conveyed to Alfred Bromberg by deed recorded in Volume 2076 at Page 76 of the Deed Records of Dallas County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1-1/2 iron pipe found in the West right of way line of Wendover Road (50 foot wide), said point being in the South line of said Bromberg tract and also being the Northeast corner of Lot 7 in Block A/2976 of the Miller B. E. Subdivision, an addition to the City of Dallas, Texas, as recorded in Volume 32 at Page 3 of the Map Records of Dallas County, Texas;

THENCE North 89 degrees 05 minutes 00 seconds West along the South line of said Bromberg tract and common to the North line of said Miller B. E. Subdivision for a distance of 942.77 feet to an "x" set in concrete for the Southwest corner of the Bromberg tract, said point being in the East line of Hillbrook Street (25 foot wide) as shown on plat of Marcus Estates Section 2, an addition to the City of Dallas, Texas, according to the plat thereof as recorded in Volume 34 at Page 121 of the Map Records of Dallas County, Texas;

THENCE North 04 degrees 46 minutes 00 seconds East along the East line of said Hillbrook Street and following the West line of said Bromberg tract for distance of 121.70 feet to a 5/8" iron rod set for the Northeast corner of said Hillbrook Street dedication, said point being common to the Southeast corner of Lot 1 in Block 7/2976 of Lakeway Addition Section Two Revised, an addition to the City of Dallas, Texas, as recorded in Volume 15 at Page 225 of the Map Records of Dallas County, Texas;

THENCE North 08 degrees 51 minutes 00 seconds East along the Southeast line of said Lot 1 in Block 7/2976 and following the West line of said Bromberg tract for a distance of 139.30 feet to a 5/8" iron rod set for corner;

THENCE following the North line of said Bromberg tract and being common to the Lakewood School property conveyed to the City of Dallas, Texas and along the centerline of a creekbed known as Beards Branch as follows:

(1) North 40 degrees 20 minutes 00 seconds East a distance of 26.00 feet to a 5/8" iron rod set for corner;

(2) South 76 degrees 56 minutes 00 seconds East a distance of 94.20 feet to a 5/8" iron rod set for corner;

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(3) North 84 degrees 59 minutes 00 seconds East a distance of 82.50 feet to a 5/8" iron rod set for corner;

(4) North 36 degrees 17 minutes 00 seconds East a distance of 134.98 feet to a 5/8" iron rod set for corner;

(5) North 03 degrees 35 minutes 22 seconds West a distance of 38.46 feet to a 5/8" iron rod set for corner;

(6) North 54 degrees 18 minutes 25 seconds East a distance of 28.17 feet to a 5/8" iron rod set for corner;

(7) South 70 degrees 11 minutes 41 seconds East a distance of 32.84 feet to a 5/8" iron rod set for corner;

(8) North 71 degrees 20 minutes 17 seconds East a distance of 11.91 feet to a 5/8" iron rod set for corner;

(9) North 27 degrees 45 minutes 26 seconds East a distance of 17.98 feet to a 5/8" iron rod set for corner;

(10) North 00 degrees 38 minutes 22 seconds East a distance of 29.67 feet to a 5/8" iron rod set for corner;

(11) North 39 degrees 42 minutes 00 seconds East a distance of 29.68 feet to a 5/8" iron rod set for corner;

(12) South 89 degrees 00 minutes 00 seconds East a distance of 33.40 feet to a 5/8" iron rod set for corner;

(13) South 43 degrees 29 minutes 00 seconds East a distance of 92.10 feet to a 5/8" iron rod set for corner;

(14) North 85 degrees 23 minutes 00 seconds East a distance of 79.80 feet to a 5/8" iron rod set for corner;

(15) North 60 degrees 08 minutes 36 seconds East a distance of 45.23 feet to a 5/8" iron rod set for corner;

(16) South 82 degrees 38 minutes 00 seconds East a distance of 26.85 feet to a 5/8" iron rod set for corner, set point being the Northwest corner of Lot 1 in Block 2976 of Hartwell P. Edwards Subdivision, an addition to the City of Dallas, Texas, according to the plat thereof as recorded in

Exhibit "A" - Page 2

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Volume 19 at Page 177 of the Map Records of Dallas County, Texas;

THENCE along the West and South line of said Hartwell P. Edwards Subdivision as follows:

- (1) South 02 degrees 38 minutes 00 seconds West a distance of 129.10 feet to a 5/8" iron rod set for corner;
- (2) South 41 degrees 50 minutes 00 seconds West a distance of 178.40 feet to a 5/8" iron rod set for corner;
- (3) South 00 degrees 48 minutes 00 seconds East a distance of 136.20 feet to a 5/8" iron rod set for corner;
- (4) South 71 degrees 12 minutes 00 seconds East a distance of 126.10 feet to a 5/8" iron rod set for corner;
- (5) South 89 degrees 39 minutes 00 seconds East for a distance of 316.90 feet to a 5/8" iron rod set for the Southeast corner of Lot 2 in Block 2976 of Hartwell P. Edwards Subdivision, and also being in the West right of way line of aforesaid Wendover Road;

THENCE, South 11 degrees 54 minutes 00 seconds West along the West right of way line of Wendover Road for a distance of 22.40 feet to the PLACE OF BEGINNING AND CONTAINING 4.7973 ACRES OF LAND, more or less.

Exhibit "A" - Page 3

Z034-201 (JA) - Exhibit D - Page 18 of 22

Z00204 02582

25637

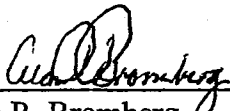
Exhibit "B"

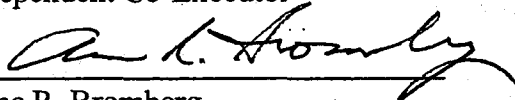
ASSIGNMENT AND TRANSFER OF POSSIBILITY OF REVERTER

The undersigned have reserved a reversionary interest in certain land and improvements (the "Property") as set forth and described in a certain Special Warranty Deed (Fee Simple Determinable With Possibility of Reverter) executed and delivered by Grantors to DAN E. PATTERSON and GAIL THOMA PATTERSON, dated of even date herewith, and recorded in Volume _____ at Page _____ of the Deed Records of Dallas County, Texas. Grantors hereby assign, transfer and give all of their interest in such possibility of reverter to SOUTHERN METHODIST UNIVERSITY, a nonprofit corporation, located in Dallas, Texas.

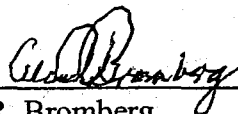
Executed this 16 day of OCTOBER, 2000.

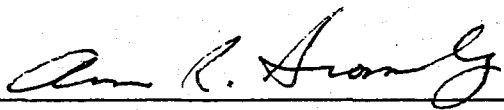
ESTATE OF JUANITA K. BROMBERG,
DECEASED

By: 
Alan R. Bromberg
Independent Co-Executor

By: 
Anne R. Bromberg
Independent Co-Executor

TRUSTEES UNDER THE WILL OF ALFRED L.
BROMBERG,


Alan R. Bromberg
Trustee


Anne R. Bromberg
Trustee

25637

TRUSTEES UNDER THE WILL OF JUANITA K. BROMBERG,

Alan R. Bromberg

Alan R. Bromberg
Trustee

Anne R. Bromberg

Anne R. Bromberg
Trustee

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

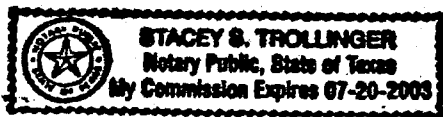
This instrument was acknowledged before me on this 16th day of OCTOBER 2000, by Alan R. Bromberg, Independent Co-Executor of the ESTATE OF JUANITA K. BROMBERG, DECEASED.

My commission expires:

Stacey S. Trollinger

Notary Public

Printed Name: _____



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

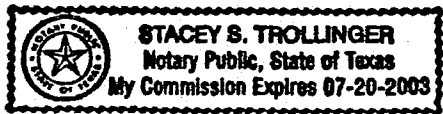
This instrument was acknowledged before me on this 16th day of OCTOBER, 2000, by Anne R. Bromberg, Independent Co-Executor of the ESTATE OF JUANITA K. BROMBERG, DECEASED.

My commission expires:

Stacey S. Trollinger

Notary Public

Printed Name: _____



25637

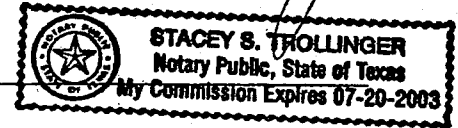
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 16TH day of OCTOBER, 2000, by Alan R. Bromberg, Trustee under the WILL OF ALFRED L. BROMBERG.

My commission expires:

Stacey S. Trollinger
Notary Public

Printed Name:



STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 16TH day of OCTOBER 2000, by Anne R. Bromberg, Trustee under the WILL OF ALFRED L. BROMBERG.

My commission expires:

Stacey S. Trollinger
Notary Public

Printed Name:



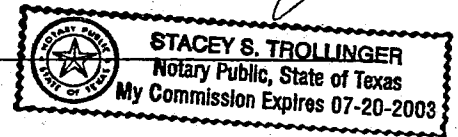
THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on OCTOBER 16 2000, by Alan R. Bromberg, Trustee, on behalf of TRUST UNDER THE WILL OF JUANITA K. BROMBERG.

My commission expires:

Stacey S. Trollinger
Notary Public

Printed Name:



25637

THE STATE OF TEXAS §

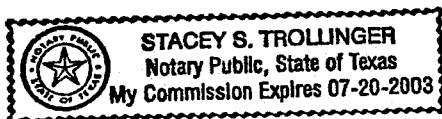
COUNTY OF DALLAS §

This instrument was acknowledged before me on OCTOBER 16, 2000, by Anne R. Bromberg, Trustee, on behalf of TRUST UNDER THE WILL OF JUANITA K. BROMBERG.

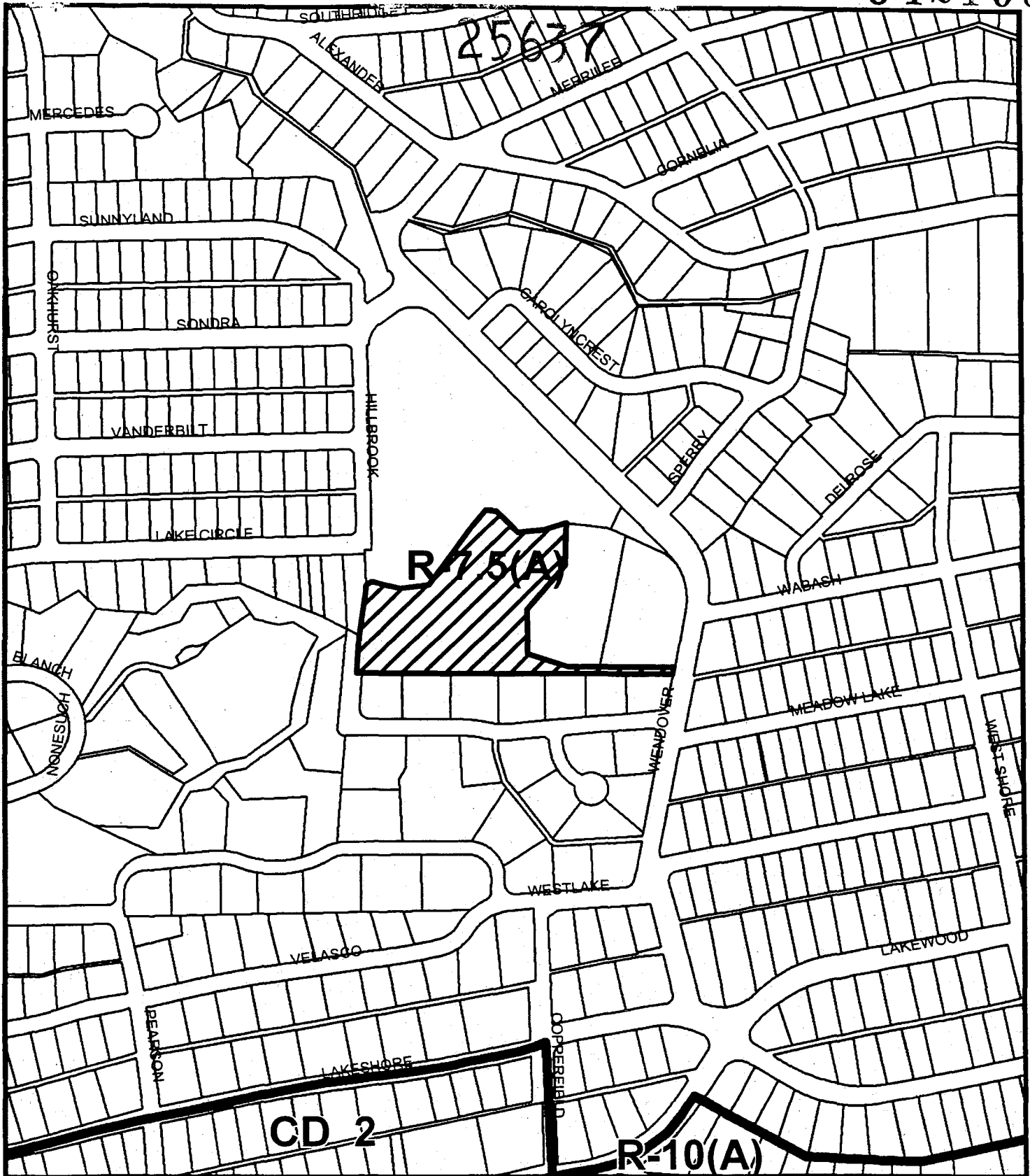
My commission expires:

Stacey S. Trolinger
Notary Public

Printed Name: _____



25637



0 200 400 Feet

ZONING MAP

Map No. H-9

Case No. Z034-201/12138(JA)