

and agree to and with the said party of the second part, at the delivery of these presents, that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear and discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments, and encumbrances, of whatsoever nature and kind, except general taxes for the year 1925, and all subsequent years, and except all installments on special assessments for special improvements becoming delinquent after this date, payment of all of which is hereby assumed by second party, and except for easement for sewers and other such vacillities as appear of record and that they will warrant and forever defend the same unto the said party of the second part, his heirs and assigns.

"Title to the property hereby conveyed shall be taken and held subject to the following stipulations and restrictions as to the use thereof, and the grantee, his heirs or assigns, shall be held to agree and covenant with the grantors, their successors and assigns, to conform to and observe such stipulations and restrictions.

1- This lot shall not within a period of thirty (30) years from March Fifth 1923, be used for business, apartment house, duplex or any other purpose whatsoever except for residence purposes and only one residence shall be built on this lot; no buildings of any kind whatsoever shall be moved on this lot from other locations.

2- No residence shall be built upon this lot costing less than \$10,000.00, inclusive of the cost of other subsidiary buildings and improvements thereon, and such residence shall not be less than two stories in height.

3- No residence or parts thereof except open porches, or fences shall be erected closer to the street or streets than the building limit line indicated on the official plat of this addition and the amended plat of Blocks Four (4) and Five (5) Oak Cliff Addition, and the said residence shall front the street on which the lot fronts; no garage or other outbuildings shall be erected closer to the street than the outbuilding limit line indicated on said plats unless it is designed as an integral part of the house.

4- All outbuildings shall correspond in material and architecture to the residence to which they are appurtenant.

5- No residence or any projecting part thereof, such as cornices, porches, chimneys, bay-windows or stair landings shall be placed closer to any side or rear lot lines than five (5) feet.

6- Residences on corner lots shall have a presentable frontage on both streets.

7- This lot, or any part thereof, shall never be sold or rented to, or occupied by, any persons of African descent, commonly known as negroes, except that the building of a servant's house to be used only by servants of owners of this lot shall not be considered any breach of this condition.

8- No bill-boards or advertising sign shall be erected or maintained on this lot, nor shall any building or structures be erected thereon for advertising purposes.

9- No garage or other outbuilding shall be erected upon this lot for use for temporary residence purposes.

10- All of the restrictions above mentioned shall be binding upon the purchaser of this lot and upon his respective heirs, successors and assigns, for a period of thirty (30) years from March Fifth, 1923, and shall automatically be continued thereafter for periods of twenty (20) years each, unless at least five (5) years prior to the expiration of the first thirty (30) year period, or any subsequent twenty (20) year period, the owners of a majority of the net acreage of the land restricted in the entire of Said OAK CLIFF ADDITION to the City

EC 770 493