

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining forever.

The said OAK CLIFF REALTY COMPANY, a Corporation, does hereby covenant, promise⁴⁹⁸ and agree to and with the said party of the second part, at the delivery of these presents, that it is lawfully seized in its 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 1924, 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 facilities as appear of record, and that it 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 grantor, its successors and assigns, to conform to and observe such stipulations and restrictions.

1st: None of the Lots hereby conveyed shall within a period of thirty (30) years from March 5, 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 a single lot; no building of any kind whatsoever shall be moved on any lot from other locations.

2nd: No residence shall be built upon any of the lots hereby conveyed, costing less than \$7,500.00 on each lot, inclusive of the cost of other subsidiary buildings and improvements thereon.

3rd: 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 Oak Cliff Addition, and said residences shall front the street on which the respective lots front; 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.

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

5th: 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 feet (5').

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

7th: None of the lots hereby conveyed, or any part thereof, shall be sold or rented to, or occupied by any persons of African decent, commonly known as negroes, except that the building of a servant's house to be used only by servants of owners of these lots shall not be considered any breach of this condition.

8th: No bill-boards or advertising sign shall be erected or maintained on any of said lots nor shall any building or structures be erected thereon for advertising purposes.

9th: No garage or other outbuilding shall be erected upon any of said lots for use for temporary residence purposes.

10th: All of the restrictions above mentioned shall be binding upon the grantee 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)

COMPARED BY
P.S. and J.K.