

1926 Deed Restrictions, the Stevens Park Estates subdivision

From the Warranty Deed to Grady Niblo from Annie L. Stevens, dated the 9th of April, 1932

“... ”

This conveyance is made and accepted upon each of the following conditions which are hereby made covenants running with the land, and which shall apply to and be binding upon the purchaser, his or her heirs, devisees, executors, administrators, successors or assigns, namely:

1. There shall not be erected upon any one lot, as designated on the plat of said addition, more than one single private residence and necessary servants and other outhouses, and said premises shall be used for private residence purposes only, and by white persons only, not excluding bona fide servants of any race, and shall not be used for the purposes of selling intoxicating liquors.
2. That the residence building on any one lot in Section One of Stevens Park Estates exclusive of outhouses and other improvements, shall cost not less than Six Thousand and No/100 (\$6000.00) Dollars and to be constructed of stone, brick, brick veneer, hollow tile or stucco. Seller reserves the option, if the cost of building is reduced as much as 20 per cent from the existing level, to reduce the above restriction accordingly. The residence built on lots facing Kessler [*Plymouth*], Colorado, and Hampton Boulevards, shall not be less than two stories in height, and those on Oak Cliff Boulevard shall be not less than one and one half stories in height.
3. Owing to the growth of tress on many of the lots in STEVENS PARK ESTATES, seller reserves the right, to herself, or to her duly authorized agent or representatives, to establish and to vary the front building line of residences to be erected in this addition, to preserve, so far as practicable, the desirable tree growth, and in case the lot is a corner lot, no barn, garage or other outhouses, shall be placed nearer than 25 feet to the property lines of the side street. Where the side streets lines of corner lots are an extension of the front lines of the lots in the rear, the outbuildings on said corner lots shall be located at least ten feet from the rear line of said corner lots. No fence over three and one half feet in height, excepting an ornamental iron fence, shall be placed nearer than ten feet to the side street.
4. Temporary buildings shall be permitted under the following conditions:
They shall be built on the rear of the lot and, on corner lots, not nearer to the side street than twenty-five feet. They shall be neatly painted and the roof shall be gabled or hipped (no shed roofs permitted). Temporary residences shall not be occupied for a longer period than one year.
5. No trees now growing upon the lot hereby contracted for shall be cut, nor killed, without the written consent of the seller, or her duly authorized representative, until at least one half of the purchase price of said lot has been paid.
6. It is agreed by the purchaser that before erecting improvements on the property herein described, plans and specifications therefor and their location on the lot shall be submitted for the approval of the seller before improvements are commenced.
7. It is further covenanted and agreed that, upon the breach of any of the foregoing conditions and covenants within twenty five years from January 1, 1926, the title to the said premises shall ipso facto and immediately revert to and vest in said seller, her heirs, assigns, or legal representatives without the necessity of any action on her or their part, but such reversion shall not affect any mortgage or other lien which may, in good faith, then be existing upon said property, or any improvements thereon.
8. Each and every condition and covenant herein contained shall terminate and be of no further effect after twenty five years from January 1, 1926.”

[end of covenants]

Given this procedure of placing restrictions on the lots, it is possible that each lot was sold with different covenants; therefore a second deed, dated from 1935 was checked and the covenant language appeared to be identical.