

sell, transfer, assign and convey, unto the said Robert Bauerle that certain mechanic's lien and note executed by J. Thad Lowe and wife, Barbara Ann Lowe, dated the 6th day of June, A.D. 1939, for the sum of Three Thousand Fifty Dollars (\$3,050.00), payable to L. A. Burditt, or order, at Austin, Texas, which Mechanic's lien and note were on said date by him, the said L. A. Burditt, transferred and assigned to the said R. E. Rawls Lumber Co., Inc., who is now the legal owner and holder of the same.

Said mechanic's Lien and note having been given by said J. Thad Lowe and wife, Barbara Ann Lowe, to said L. A. Burditt as payment for the erection of improvements on that certain tract or parcel of land, situated in the County of Travis, State of Texas, fully described in the said Mechanic's lien herein transferred, recorded in Volume 599, at pages 234 to 237 of the Mechanic's Lien Records of Travis County, Texas, which records are hereby referred to and made a part hereof for all pertinent purposes in the premises.

To have and to hold the above mentioned Mechanic's lien and note, together with all and singular the contract lien, rights, equities and interest in said land which said R. E. Rawls Lumber Co., Inc. has by virtue of being the assignee and payee of said Mechanic's Lien and note, unto the said Robert Bauerle, his heirs and assigns, this conveyance is made, however, without recourse on the said R. E. Rawls Lumber Co. Inc., except as follows, to-wit, that said R. E. Rawls Lumber Co., Inc. does hereby warrant and bind itself that said Mechanic's lien and note are and constitute the first lien on the said land and premises above described, and that all payments, offsets and credits have been allowed.

In witness whereof the said R. E. Rawls Lumber Co., Inc. has caused these presents to be executed by its President, R. E. Rawls, therefor first duly empowered and authorized, this, the 15 day of July, A.D. 1939.

+ R. E. Rawls Lumber Co., Inc.  
By R. E. Rawls  
Its President.

THE STATE OF TEXAS #  
COUNTY OF TRAVIS # BEFORE ME, the undersigned authority in and for said County and State, on this day personally appeared R. E. Rawls, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of R. E. Rawls, Lumber Co., Inc., of Austin, Travis County, Texas, and as the president thereof, and for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 15 day of July, A.D. 1939.

(Notary Seal) G. A. Martins  
A Notary Public, in and for the  
County of Travis, State of Texas.  
Filed for record 17 July 1939 at 2:20 P.M. Recorded 19 July 1939 at 4:55 P.M.

STATE OF TEXAS, )  
COUNTY OF TRAVIS.)  
TO THE PUBLIC

RESTRICTIVE COVENANTS

which shall apply to all lots sold for residential purposes in Rabb Inwood Hills as per plat of said Subdivision duly recorded in the Plat Records of Travis County, Texas, this 6th day of July, A. D. 1939, Volume 4, Page 73, Deed Records, Travis County, Texas.

It is provided, however, that this conveyance is made subject to the following restrictive covenants and conditions, to-wit:

1. No mercantile business of any kind shall be carried on, on the premises hereby conveyed, and no commercial signs or bill-boards shall be erected thereon, it being understood that all

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that all improvements shall be used for residence purposes only; no residence shall be constructed on said premises other than one detached single family dwelling, constructed of frame, brick or rock; the floor space to occupy not less than eight hundred square feet; shall not exceed two stories in height, with one, two or three car garage. Dwellings shall not be constructed less than twenty-five feet from front property line. No residential lot shall be subdivided into building plots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any plot having an area of less than 5000 square feet or a frontage of less than 50 feet. Note exception: a two family dwelling will be permitted of same construction above mentioned; the floor space to occupy not less than 1400 square feet.

2. No part of the premises hereby conveyed shall ever be owned by, held or rented to any person of African descent; provided, however, that this clause shall not prevent the employment of such persons as domestic servants and providing customary accommodations for them on said premises.

3. No trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or placed on said premises herein conveyed as a temporary or permanent residence.

The grantee in this conveyance accepts same subject to the foregoing restrictions and conditions, which is agreed shall be deemed to be covenants running with the land, and the grantee for himself, his heirs and assigns covenant to and with grantor his heirs and assigns that he will faithfully observe the foregoing restrictions, whether or not they are repeated in subsequent conveyances of the above described property.

If the grantee or any person claiming under him, shall at any time violate or attempt to violate or shall omit to perform or observe any of the foregoing restrictions, then it shall be lawful for any person owning land in the residential portion of Rabb Inwood Hills Addition to institute and prosecute appropriate proceedings a law or in equity against the grantee, his heirs or assigns to enforce the provisions herein; and a failure to bring such proceedings for a violation of the provisions herein shall not be deemed or taken as a waiver of any subsequent violation.

I, De Rance C. Rabb, owner of Rabb Inwood Hills as per Plat duly recorded and as above set forth, designate that all Residential Lots above mentioned will be sold subject to Restrictive Covenants as set forth.

De Rance C. Rabb.

STATE OF TEXAS, )  
COUNTY OF TRAVIS.) BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared De Rance C. Rabb, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 13th day of July, 1939.

Frances McWilliams,  
Notary Public, Travis County, Texas.

Filed for Record July 17, 1939 at 8:00 A. M. Recorded July 20, 1939 at 7:40 A. M.

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THE STATE OF TEXAS, )  
COUNTY OF HARRIS. ) KNOW ALL MEN BY THESE PRESENTS: