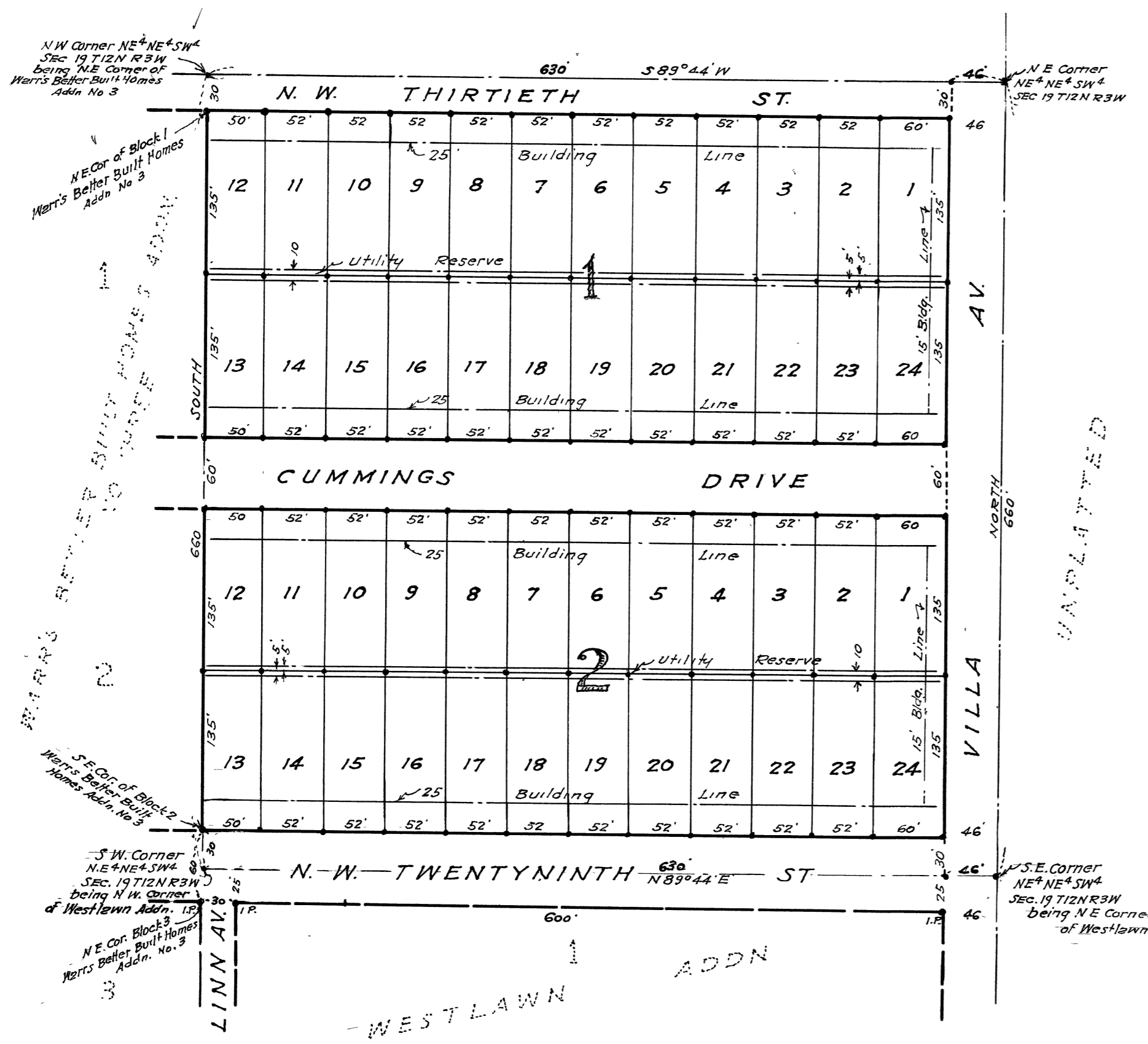


# ATKINSON'S HI-LAND ADDITION

## TO OKLAHOMA CITY, OKLAHOMA.

Iron Pins shown thus -----



**KNOW ALL MEN BY THESE PRESENTS:**

That the undersigned, E.C. Stanfield and Burnette Stanfield, his wife, owners of the following described land in the northeast quarter of the northeast quarter of the southwest quarter of Section 19, Township 12 North, Range 3 West, described as follows: Beginning at a point on the north line of said Section 19, 46 feet west of the northeast corner thereof; thence S 89° 44' W a distance of 630 feet, thence South 660 feet, thence N 89° 44' E 630 feet, thence North 660 feet to point of beginning; being the west 1/4 of the northeast quarter of the northeast quarter of Section 19, Township 12 North, Range 3 West; have caused said land to be surveyed and platted into blocks, lots, streets, avenues and public places as shown on the accompanying plat, and do hereby dedicate to public use the streets and avenues within said tract and guarantee a clear title thereto from ourselves, our heirs or assigns forever and have caused the same to be free and clear from all encumbrances. The above tract shall be named and hereafter known as 'ATKINSON'S HI-LAND ADDITION TO OKLAHOMA CITY, OKLAHOMA,' and all lots therein shall be subject to the following RESTRICTIONS, COVENANTS and RESERVATIONS, to wit:

(a) All lots in the tract shall be known and described as residential lots and no structure or structures shall be erected, altered, placed or permitted to remain on any building plot other than one single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars.

(b) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. No building shall be located nearer than five feet to any side lot line, except that the side line restriction shall not apply to a detached garage or other outbuilding located 100 feet or more from the front lot line.

(c) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6800 square feet or a width of less than 50 feet at the front building setback line.

(d) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(e) No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(f) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(g) No dwelling costing less than \$3500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure exclusive of one-story open porches, and garages shall be not less than 800 square feet in the case of a one-story structure nor less than 650 square feet in the case of a one and one-half or two and one-half story structure and all the exterior walls of the first floor of the main improvement erected on any lot or lots in this tract shall be of brick, stone, stucco, or its equivalent.

(h) Easements affecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance.

(i) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(j) If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings of law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(k) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

WITNESS our hands this 12 day of February, 1940.

E.C. Stanfield  
 Burnette Stanfield

State of Oklahoma } ss  
 County of Oklahoma } ss

Before me the undersigned, a Notary Public in and for said County and State, on this 12 day of February 1940, personally appeared E.C. Stanfield and Burnette Stanfield, to me known to be the identical persons who subscribed their names to the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial seal the day and year last hereinabove written.

My commission expires: OCTOBER 5, 1942.

Charles L. Fuson  
 Notary Public

We, the undersigned, duly qualified and lawfully bonded Abstractors of Titles in and for the County of Oklahoma, State of Oklahoma, hereby certify that the records of said County show that the title of the land shown on the annexed plat of 'Atkinson's Hi-Land Addition to Oklahoma City, Oklahoma,' is vested in E.C. Stanfield and Burnette Stanfield and that on the 1 day of February 1940, there were no actions pending or judgments of any nature in any court or on file with the clerk of any court in said County and State against said land or the owners thereof affecting said title, that the taxes are paid for the year 1939 and prior years, and that no outstanding tax sales certificates are against said land and that no tax deeds are issued to any person and there are no liens, mortgages or encumbrances of any kind against the land included within the annexed plat.

THE AMERICAN-FIRST TRUST COMPANY IN OKLAHOMA CITY

Attest:  
 H. T. Family  
 Secretary

By: [Signature]  
 Vice-President

I, C.W. McFerron, County Engineer, of the County of Oklahoma, State of Oklahoma, hereby certify that I have examined the land within the addition as shown on the annexed plat and that it is suitable for residential purposes, that the lands thereon dedicated for public use are of correct dimensions and the improvement of the same will not be an undue burden upon the public treasury.

C.W. McFerron  
 County Engineer

I, R.A. Belisle, Secretary of the Regional Planning Commission of Oklahoma City, Oklahoma, hereby certify that the said Planning Commission duly approved the annexed map of 'Atkinson's Hi-Land Addition to Oklahoma City, Oklahoma' at its meeting held on the 16 day of February 1940.

R. A. Belisle  
 Secretary

I, W.W. Hughes hereby certify that I am a Licensed Professional Engineer and that the annexed plat of 'Atkinson's Hi-Land Addition to Oklahoma City, Oklahoma,' consisting of one sheet, correctly represents an accurate survey of said subdivision made under my supervision and that the monuments shown thereon actually exist and that their respective positions are correctly shown.

[Signature]

State of Oklahoma } ss  
 County of Oklahoma } ss

Before me, the undersigned, a Notary Public in and for the said County and State, on this 10 day of February, 1940, personally appeared W.W. Hughes, to me known to be the identical person who subscribed his name to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial seal the day and year last hereinabove written.

My commission expires: OCTOBER 5, 1942.

Charles L. Fuson  
 Notary Public

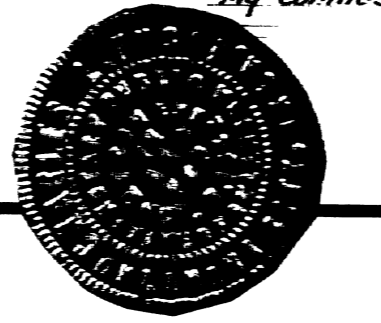
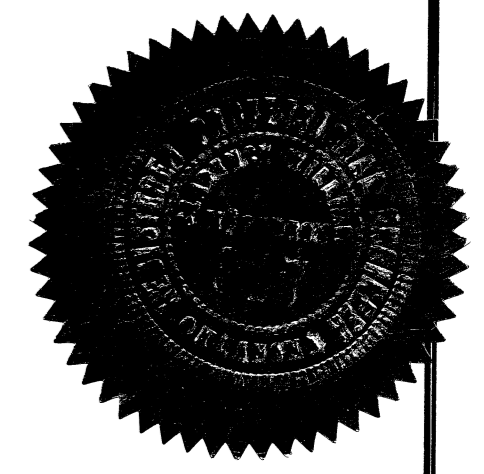
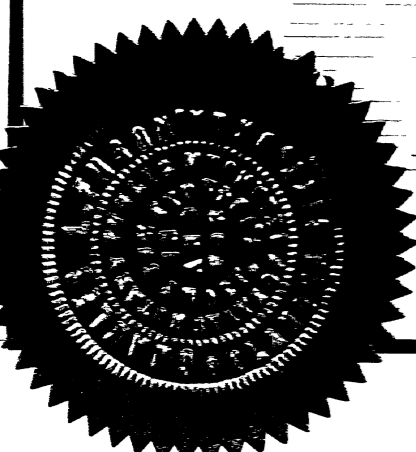
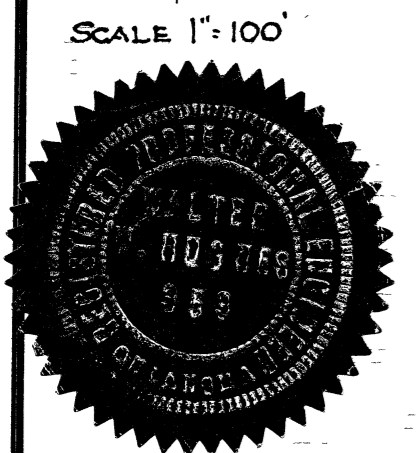
State of Oklahoma } ss  
 County of Oklahoma } ss

Before me, the undersigned, a Notary Public in and for the said County and State, on this 12 day of February, 1940, personally appeared, [Signature] to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

Witness my hand and Notarial seal the day and year last hereinabove written.

My commission expires: OCTOBER 5, 1942.

Charles L. Fuson  
 Notary Public



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