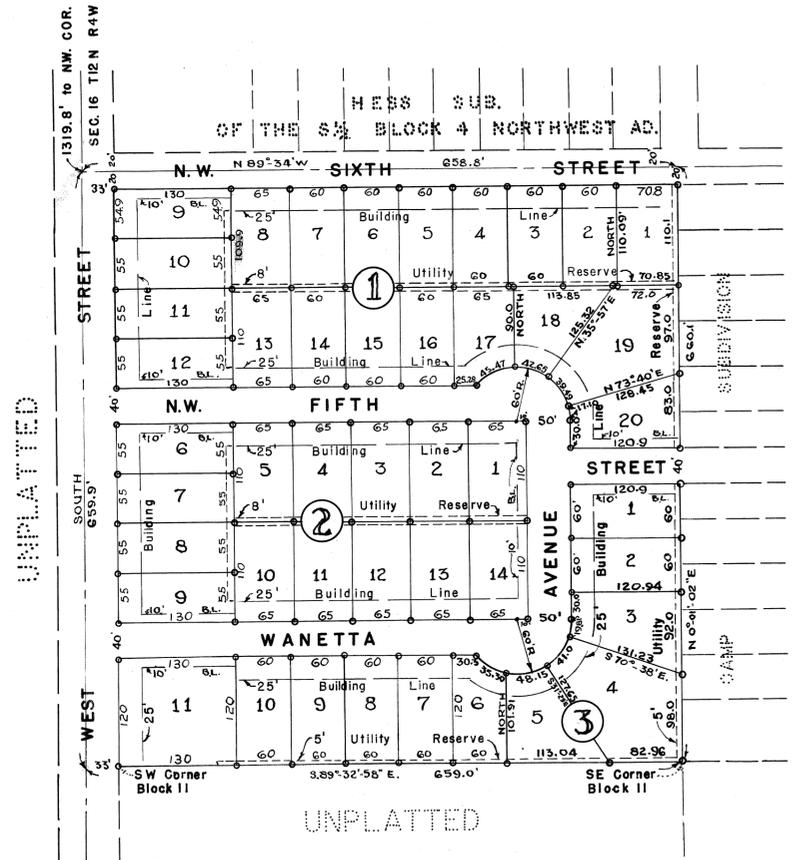


BEVERLY'S

SUBDIVISION OF BLOCK II OF THE NORTHWEST ADDITION TO BETHANY, OKLAHOMA



OWNER'S CERTIFICATE AND DEDICATION

We, the undersigned, ROBERT K. MILLER and ELLA MAE MILLER, husband and wife, and HERMAN GOODWIN and DEXTER GOODWIN, husband and wife do hereby certify that we are the owner's of and the only persons having any right, title, or interest in the land shown on the annexed Plat of:

BEVERLY'S SUBDIVISION OF BLOCK II OF THE NORTHWEST ADDITION TO BETHANY, OKLAHOMA, and that the plat represents a correct survey of the above described property made with our consent, and that we hereby dedicate to the public use all the streets, as shown on said annexed plat; that we hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs or assigns forever and have caused the same to be released from all encumbrances so that the title is clear, except as shown in the abstractor's certificate. All easements shown on the annexed Plat are hereby reserved for installation & maintenance of Public Utilities.

For the purpose of providing an orderly development of the entire tract and for the further purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the subdivision of said tract, we hereby impose the following restrictions and reservations to which it shall be incumbent upon our successors to adhere:

- All lots within the subdivision shall be known and designated as residential building plots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two automobiles and other outbuildings incidental to residential use of the plot.
- No building shall be located nearer to the front lot line or nearer to the side street line than the building set-back lines shown on the recorded plat.
- No dwelling shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 55 feet at the front building set-back line.
- No business, trade, or activity shall be carried on upon any lot nor shall anything be done thereon which may be or might become an annoyance or nuisance to the neighborhood.
- No trailer, basement, lean, shack, garage, barn, or other outbuilding erected in the tract shall be at any time used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.
- The ground floor area of the main structure, exclusive of one story open porches and garage, shall be not less than 750 square feet in the case of a one story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.
- No detached garage or other outbuilding and no trees or other shrubs shall be permitted in the easements reserved for utilities.
- No person of any race other than the Caucasian or American Indian shall use or occupy any building or lot in this subdivision, except that this covenant shall not prevent occupancy of servants' quarters by a person or persons of another race employed by an owner or tenant.
- These covenants are to run with the land and shall binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall automatically be extended for successive periods of ten years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.
- If the parties hereto, or any of them, or their heirs or assigns, violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property in said development or subdivision to prosecute any proceedings at 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.
- 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 25th day of April, 1949.

CERTIFICATE OF BONDED ABSTRACTOR

The undersigned, duly qualified and lawfully bonded Abstractor of Titles in and for the County of Oklahoma, State of Oklahoma, hereby certifies that the records of said county show that the title to the land shown on the annexed plat of: **BEVERLY'S SUBDIVISION OF BLOCK II OF THE NORTHWEST ADDITION TO BETHANY, OKLAHOMA,** is vested in ROBERT K. MILLER and ELLA MAE MILLER, husband and wife, and, HERMAN GOODWIN and DEXTER GOODWIN, husband and wife, and that on the 14th day of April, 1949, 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; that the taxes are paid for 1948 and prior years; and that there are no outstanding tax sale certificates, tax deeds, outside the chain of title relied on; and that there are no liens, mortgages or other encumbrances of any kind against the land included within the annexed plat, EXCEPT: A mortgage to HENRY IONE OVERHOLSER PERRY in the amount of \$1405.29, dated April 14, 1949, and recorded in BOOK 1178 of MORTGAGES, PAGE 556; An undivided one-half interest in the Oil, Gas and Mineral Rights reserved in deed recorded in BOOK 1179, PAGE 112; and Oil and Gas Lease of record.

Signed and sealed at Oklahoma City, Oklahoma, this 28 day of April, 1949.

THE AMERICAN-FIRST TRUST COMPANY
IN
OKLAHOMA CITY, OKLAHOMA

Attest *H. P. Dumilly* Secretary By *W. Rice* Vice - President

State of Oklahoma ss
County of Oklahoma

On this 28 day of April, A.D. 1949, before me, the undersigned, a notary public, in and for the county and state aforesaid, personally appeared *W. GILL* to me known to be the identical person who signed 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.

Given under my hand and seal the day and year last above written.

My commission expires JANUARY 15, 1951.

S. J. Robertson
Notary Public

PARTIAL RELEASE OF MORTGAGE

In consideration of the platting of the property shown on the annexed map of BEVERLY'S SUBDIVISION OF BLOCK II OF THE NORTHWEST ADDITION TO BETHANY, OKLAHOMA, and other good and valuable considerations, receipt of which is hereby acknowledged, I do hereby release, relinquish and forever discharge a certain mortgage made by HERMAN GOODWIN and DEXTER GOODWIN, husband and wife, and dated the 14th day of April, 1949, to HENRY IONE OVERHOLSER PERRY which is recorded in BOOK 1178 of MORTGAGES, PAGE 556, of the records of Oklahoma County, State of Oklahoma, insofar as the same covers all property dedicated for streets, alleys, parks, boulevards, easements or other public use, as shown on said map.

Witness my hand this 26 day of April, 1949.

Henry Ione Overholser Perry
Henry Ione Overholser Perry

State of Oklahoma
County of Oklahoma ss

Before me, the undersigned a Notary Public, in and for said County and State, on this 26th day of April, 1949, personally appeared HENRY IONE OVERHOLSER PERRY to me known to be the identical person who executed 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.

Given under my hand and seal the day and year last above written.

My commission expires June 27, 1950.

Kay Bell
Notary Public

SCALE: 1" = 100'

ENGINEER'S CERTIFICATE

I, JOHN E. REA JR., the undersigned do hereby certify that I am a registered professional engineer, and that the annexed plat of BEVERLY'S SUBDIVISION, BLOCK II OF THE NORTHWEST ADDITION TO Bethany, Oklahoma, consisting of one sheet, correct, represents a survey made under my supervision on the 15th day of April, 1949.

John E. Rea Jr.
John E. Rea Jr.
State of Oklahoma
Registered Professional Engineer
No. 1540

State of Oklahoma
County of Oklahoma ss

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of April, 1949, personally appeared JOHN E. REA JR. to me known to be the identical person who executed 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.

Given under my hand and seal the day and year last above written.

My commission expires March 3, 1951.

A. M. Drummond
Notary Public

CITY COUNCIL APPROVAL

I, FRANKIE JERNIGAN, City Clerk of the City of Bethany, Oklahoma, here certify that the annexed map was duly approved by the City Council of said City on the 1st day of March, 1949, and that I was authorized to indorse hereon the approval of said council, and the acceptance of all lands dedicated to public use, as shown on said plat, and that I have examined the records of said City and that all deferred payments or unmatured instalments upon special assessments have been paid in full and that there are no special assessments procedures now pending against the land as shown on the annexed plat, on this 26th day of April, 1949.

Frankie Jernigan
City Clerk

REA ENGINEERING CO.
OKLAHOMA CITY, OKLAHOMA

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