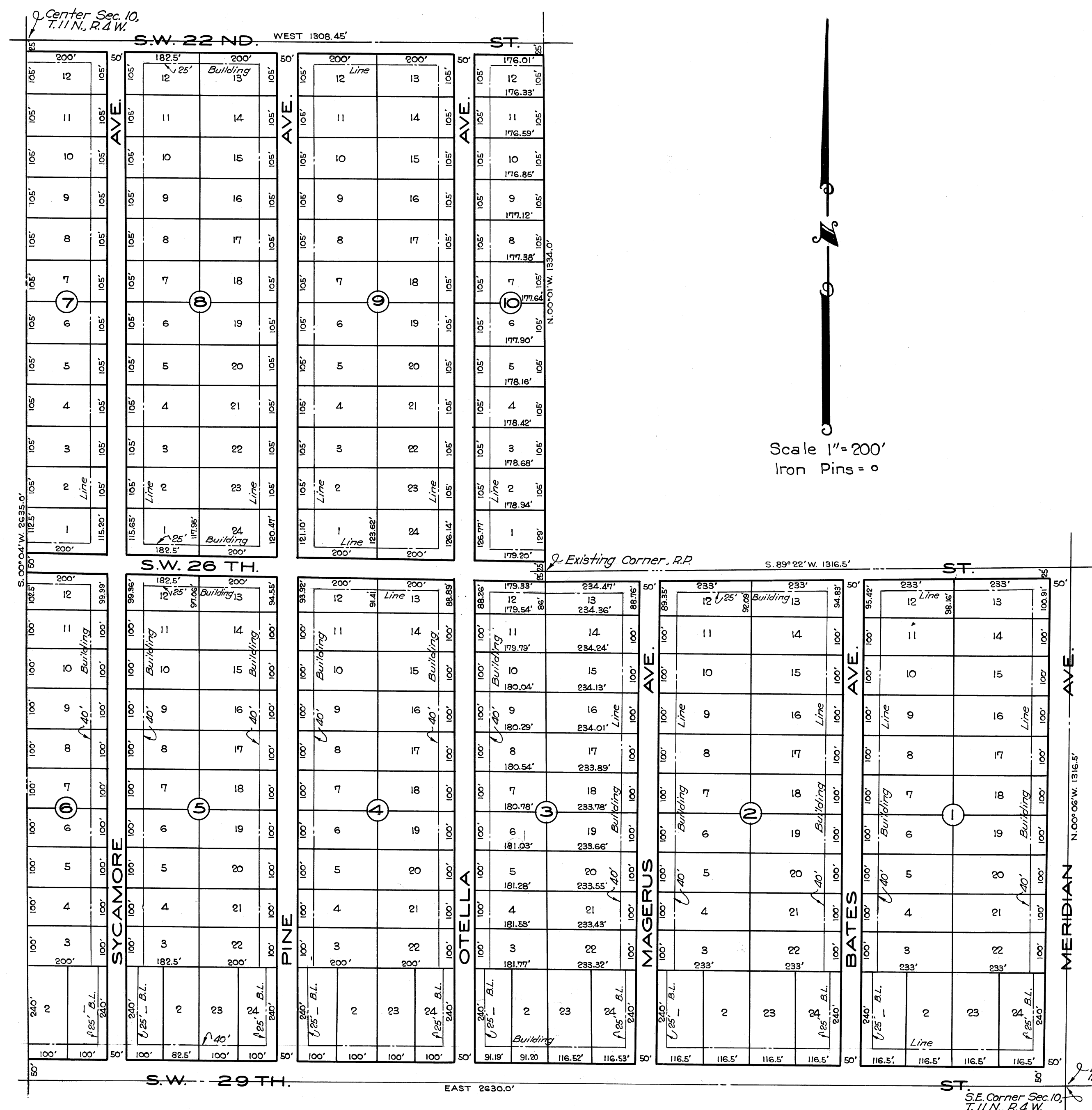


THE AMENDED PLAT OF BOECKING'S ACRES

A SUBDIVISION OF THE W 1/2 OF SE 1/4 AND
THE SE 1/4 OF SE 1/4 OF SECTION 10, T. 11 N.,
R. 4 W., OF I.M., OKLAHOMA COUNTY, OKLA.



OWNERS CERTIFICATE AND DEDICATION

We, H.E. Boecking and Margaret Boecking, husband and wife, the undersigned, do hereby certify that we are owners of, and the only persons who have any right, title, or interest in the land shown and described on the annexed map of The Amended Plat of Boecking's Acres; that we do hereby vacate and set aside the original plat of Boecking's Acres as platted by us on the 9th day of August, 1946; that no lots shown on the original plat were sold.

We hereby dedicate to the public use all the streets and avenues as shown on the annexed map, and guarantee a clear title to the land 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.

Any person or persons hereafter becoming the owner of any land herein platted shall take and hold said land subject to the following;

"RESTRICTIONS"

- All lots shall be known and described as residential lots, except Lots 23 and 24, Block 1, and Lots 1 and 2, Block 6, which may also be used for retail business. No structures shall be erected, altered, or placed on any residential lot except a single family dwelling, not exceeding 2 1/2 stories in height, and other buildings customarily appurtenant to a dwelling.
- No building shall be located nearer to the front lot line, or side street line, than the building lines shown on the annexed plat, except that open porches and steps may extend not more than ten feet beyond said building line. No building shall be placed nearer than 5 feet to any side lot line on the front 100 feet of any residential lot.
- One story dwellings shall have a minimum of 700 square feet of floor area, exclusive of porches or garages. Two story, one and one-half, and two and one-half (2 1/2, 2 1/2) story dwellings shall have a minimum of 600 square feet of floor area, exclusive of porches and garages.
- No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.
- No trailer, basement, tent, shack, garage or other outbuilding shall at any time be used as a dwelling, either temporarily, or permanently, nor shall any structure of a temporary character be used as a dwelling.
- No lot or lots shall ever be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant of the occupant of the principal improvements) any person of any race other than the caucasian race. This shall be a reversionary restriction to these covenants and upon its violation the lot or lots and/or the improvements thereon, upon which violation occurs, shall immediately revert to H.E. Boecking and Margaret Boecking, husband and wife, their heirs or assigns, and they shall be entitled to re-enter and take possession thereof; provided however, that this reversion shall not in any manner affect the lien of a mortgage or deed of trust placed in good faith and prior to such violation so long as the lien, or deed of trust is held by a member of the caucasian race. Provided further, that any person of the caucasian race who shall obtain a valid sheriff's deed issued by reason of the foreclosure of a lien shall have lawful and rightful possession and shall take the same free from any violation occurring prior to the issuance of the sheriff's deed, but shall in all things take said deed subject to this condition and revert.
- There is hereby reserved ten (10) feet off of the rear of all lots and off of the South side of Lots 3 and 22 in Blocks 1 to 5 incl, and off of the South side of Lot 3, Block 6, for the free use of all utilities.
- These restrictions shall run with the land and shall be binding on all parties claiming under them. If any party hereafter becoming the owner of any land herein platted shall violate, or attempt to violate, any of these restrictions, it shall be lawful for any other owner to prosecute any proceedings at law, or in equity against said person or parties violating or attempting to violate any such restriction, and to prevent or receive damages for the same.

H.E. Boecking
H.E. Boecking

Margaret Boecking
Margaret Boecking

State of Oklahoma ss.
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of January, 1947, personally appeared H.E. Boecking and Margaret Boecking, husband and wife, to me known to be the identical persons who executed 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 above written.

My commission expires:
January 15, 1951

J. G. Schmoltdt
Notary Public

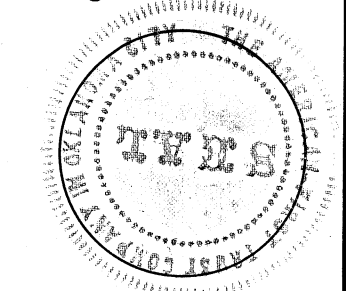
BONDED ABSTRACTERS CERTIFICATE

The undersigned a duly qualified and lawfully bonded abstracters of titles in Oklahoma County, State of Oklahoma, hereby certify that the records of said county show that title to the land shown on the annexed plat of the amended plat of Boecking's Acres is vested in H.E. Boecking and Margaret Boecking, husband and wife, and that on the 20th day of January, 1947, there are no actions pending or judgments of any nature in any court or on file with the clerk of any court in said county against said land or the owners thereof; that the taxes are paid for the year 1945, and all prior years, and there are no outstanding tax deeds or tax sales certificates against said lands, and that there are no liens, mortgages or other encumbrances of any kind against the lands herein platted.

Signed and sealed at Oklahoma City, Oklahoma, this 20th day of January, 1947.

THE AMERICAN FIRST TRUST COMPANY
a corporation

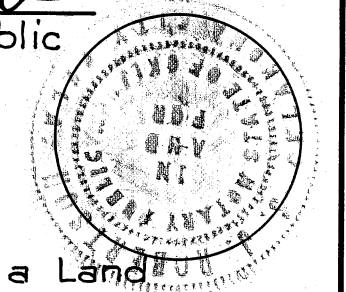
Attest: *[Signature]* By: *[Signature]*
Asst. Secy. Vice - President



State of Oklahoma, County of Oklahoma, ss.
Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wm. Gill, on this 20th day of January, 1947, to me known to be the identical person who signed the name of the maker to the 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

[Signature]
Notary Public



SURVEYORS CERTIFICATE

I, J.G. Schmoltdt do hereby certify that I am by profession a Land Surveyor and that the annexed plat of the amended plat of Boecking's Acres, in Oklahoma County, Oklahoma, correctly represents a survey made under my supervision on the 18th day of January, 1947, and that all the monuments shown thereon actually exist and their positions are correctly shown.

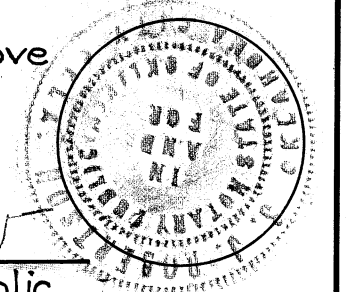
J.G. Schmoltdt
Surveyor

State of Oklahoma ss.
County of Oklahoma

Before me, the undersigned, a Notary Public, in and for said County and State on this 20th day of January, 1947, personally appeared J.G. Schmoltdt to me known to be the identical person who executed the 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 seal the day and year last above written.
My commission expires:
January 15, 1951

[Signature]
Notary Public



REGIONAL PLANNING COMMISSION APPROVAL

I, J.W. Hinton, Secretary of the Regional Planning Commission for the County of Oklahoma, State of Oklahoma, hereby certify that said Commission duly approved the annexed plat of the amended plat of Boecking's Acres at its regular meeting on the 10th day of January, 1947.

J.W. Hinton
Secretary

