

RECORDED & INDEXED  
COUNTY CLERK  
HELEN NIX  
DEPUTY

# BURNS SUBDIVISION BEING A SUBDIVISION OF BLOCK 12 GOFF'S ADDITION TO OKLAHOMA CITY OKLA.

**OWNER'S CERTIFICATE & DEDICATION**

We, the undersigned, Forrest Burns and Lora Burns, husband and wife, hereby certify that we are the owners of and the only persons entitled to the fee simple interest in the land shown on the annexed plat of Burns Subdivision, Block 12, City of Oklahoma, Oklahoma Territory, Oklahoma and Oklahoma County, Oklahoma, and that the annexed plat represents a correct survey of the above described property. We hereby dedicate to the public use all the streets on said plat and we do hereby guarantee clear title to all the lands so delineated by us, our heirs or assigns, in and to all the lands so delineated, and we do hereby release all encumbrances so that the title is clear.

Provisions:

A. All lots in the tract shall be known and described as residential lots. 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 stories in height and a private garage for not more than two cars.

B. No residence shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdividers or elected by a majority of the lot owners in said addition. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within ten (10) days, then such approval shall not be required, provided the design and location on the lot conform to and are in harmony with existing restrictions and structures in the subdivision.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback line as shown on the recorded plat. A front building setback line of 30 feet shall be indicated on all lots except on that lot which adjoins Grand Boulevard where it shall be 35 feet. A 5' side street building setback line shall be indicated on all lots adjoining Grand Boulevard and Croft Avenue. No building, except a detached garage or other outbuilding located 40' or more from the front lot line, shall be located nearer to any side street line than the building setback line shown on any building plot which is a residential use of less than 600 square feet, except that a residential use of less than 600 square feet placed on Lots 1 and 2, Block 1, as shown on the recorded plat may be on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. 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.

E. No dwelling on any lot shall be less than 25.00 feet in width on any lot in the tract. The area of the main structure, exclusive of one-story green porches and of the main story structure, shall be not less than 700 square feet in the case of a one and one-half or two-story structure.

F. Each lot shall be permanently reserved over the rear 5 feet of each lot for utility installation and maintenance.

G. No person of American Indian race shall occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

H. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1960, at which time said covenants shall automatically extend for successive periods of 10 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.

I. Assigns, shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any other person or persons owning the tract, or any part thereof, to institute a suit in equity to prevent or prohibit development in said development or the person or persons violating or attempting to violate any of the covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

J. 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.

**RELEASE OF MORTGAGE**

In consideration of the platting of the property shown on the annexed map of Burns Subdivision and other good and valuable consideration, receipt of which is hereby acknowledged, I do hereby release Burns, husband and wife, the mortgage made by Forest Burns and Lora Burns, in Mortgage Book 421, page 155, April 26, 1924, which mortgage is recorded in Oklahoma, insofar as said mortgage concerns the streets on said subdivision dedicated to the public use on the streets on said subdivision. Dated this 15th day of September, 1941.

State of Oklahoma }  
County of Oklahoma }  
I, John W. Coates,  
Notary Public

**CITY ENGINEER'S CERTIFICATE**

I, Ralph Leach, City Engineer of the City of Oklahoma City, Oklahoma, hereby certify that I have examined the plat and the subdivision as shown on the annexed plat and that it is suitable for residential purposes; that the lands delineated on the public use are correct dimensions and that the improvement of the same will not be an undue burden upon the public. Witness my hand and seal this 15th day of September, 1941.

Ralph Leach  
City Engineer

**CITY PLANNING COMMISSION APPROVAL**

I, J. M. Hinton, Secretary of the City Planning Commission of Oklahoma City, Oklahoma, hereby certify that the said Planning Commission duly approved the annexed plat of Burns Subdivision, being a subdivision of Block 12, City of Oklahoma, Oklahoma, at its meeting held on the 15th day of September, 1941.

J. M. Hinton  
Secretary

**BONDED ABSTRACTER'S CERTIFICATE**

The undersigned, duly qualified and lawfully bonded Abstracter of Title in and for said County of Oklahoma, State of Oklahoma, hereby certify that the records of the County of Oklahoma in said State show that the annexed plat is a correct survey of the land shown thereon and that on the 8th day of September, 1941, 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 and State against said lands or the owner thereof; that the taxes are paid for the year 1940 and prior years and that no outstanding tax sale certificates are against said land; that no tax deeds are issued by any person against the same; that no liens, mortgages, or encumbrances of any kind against the same are recorded in said plat except a mortgage in favor of Lora Burns, recorded in Book 457, page 155, in the amount of \$2,500.00. Dated and sealed at Oklahoma City, Oklahoma, this 9th day of September, 1941.

John W. Coates  
A Co-Partnership  
By John W. Coates  
A Partner

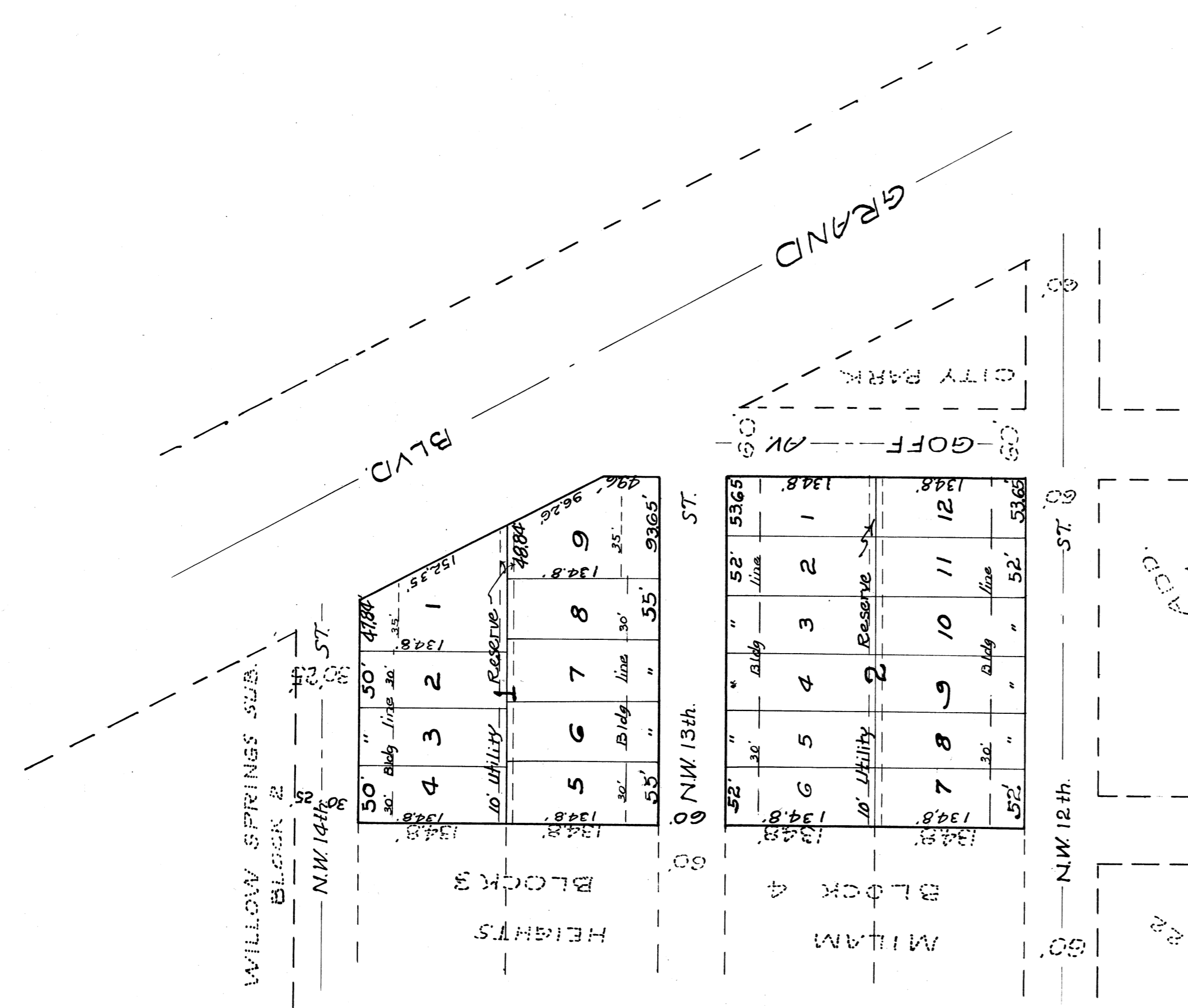
**COATED ABSTRACT COMPANY**  
A Co-Partnership  
By John W. Coates  
A Partner

State of Oklahoma }  
County of Oklahoma }  
I, John W. Coates,  
Notary Public

Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of September, 1941, personally appeared John W. Coates, to me known to be the identical person who subscribed to a certain mortgage and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes set forth.

Witness my hand and Notarial Seal the day and year above set forth.

My commission expires Feb. 19, 1942



30	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200
4	3	2	1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility	10' Utility
55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'	55'
52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'	52'

**SURVEYOR'S CERTIFICATE**

I, R.W. Thomas, do hereby certify that I am by profession a licensed surveyor in the State of Oklahoma, and that I have personally surveyed and located the corners and monuments shown hereon and that all monuments shown hereon actually exist and their positions are correctly shown.

R.W. Thomas  
Notary Public

State of Oklahoma }  
County of Oklahoma }  
I, R.W. Thomas,  
Notary Public

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of September, 1941, personally appeared R.W. Thomas, 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 Feb. 18, 1946

**LAND SURVEYOR**  
R. W. THOMAS  
First Natl Bldg 3-5641  
Oklahoma City, Okla.

Plan & Survey  
By  
R. W. THOMAS  
LAND SURVEYOR  
First Natl Bldg 3-5641  
Oklahoma City, Okla.