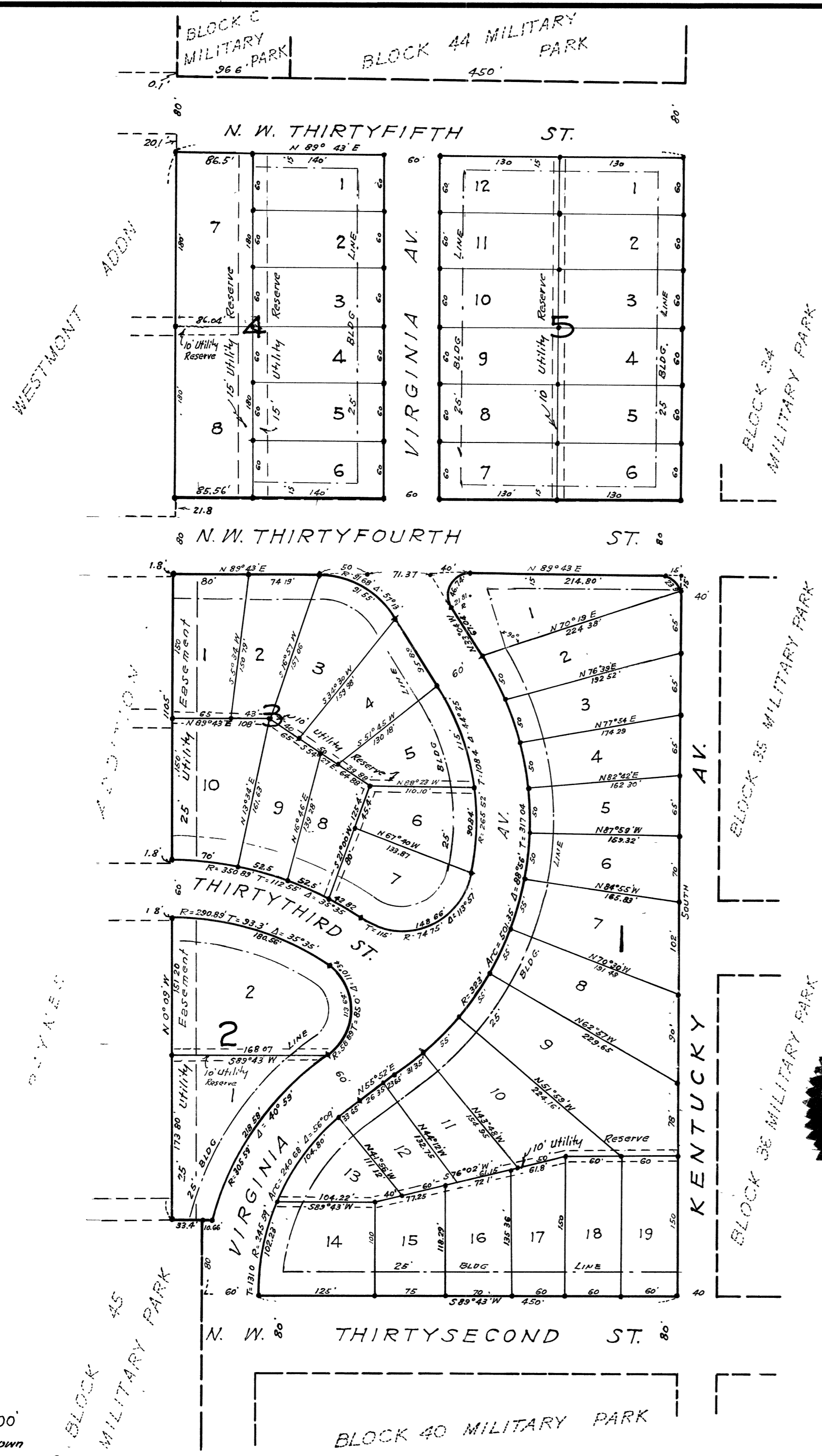


STATE OF OKLAHOMA
 COUNTY OF OKLAHOMA
 24-58
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FRIZZELL'S SUBDIVISION

OF
 BLOCKS 41-42-43 AND PART OF BLOCK C MILITARY PARK ADDITION
 TO OKLAHOMA CITY



Scale 1"=100'
 Monuments shown
 thus

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 the said County show that the title of the land shown on the annexed plat of "Frizzell's Subdivision of Blocks 41-42-43 and a part of Block C, Military Park Addn., to Oklahoma City," said land being all of Blocks 41-42-43, and that part of Block C lying between the south line of Block 44 and the north line of Block 45, Military Park Addn., to Oklahoma City, Supplemental Plat, is vested in J.D. Frizzell and that on the 24th day of August 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 owner thereof, that the taxes are paid for the year 1939 and prior years, or marked cancelled by resale, 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. Signed and sealed at Oklahoma City, Oklahoma this 24th day of August 1940.

Attest *Essie Beaubien*
 Secretary

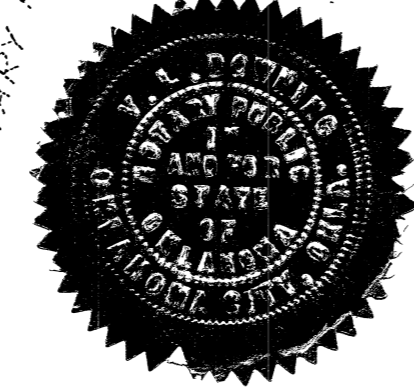
LIBERTY ABSTRACT CO.
 By *V.L. Downing*
 Vice-President

State of Oklahoma } ss
 County of Oklahoma }
 Before me, the undersigned, a Notary Public in and for said County and State on this 24th day of August 1940, personally appeared V.L. Downing to me known to be the identical person who subscribed the name of 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 above set forth.
 My commission expires: *May 1, 1941.*

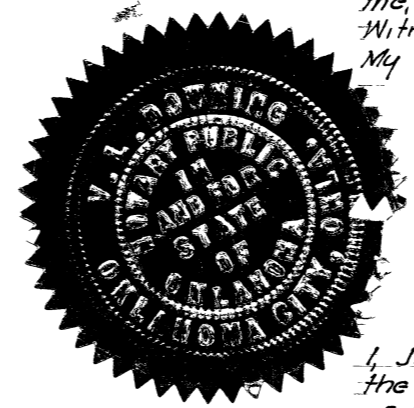
M.A. Pettib
 Notary Public

I, W. Hughes, a Licensed Professional Engineer, hereby certify that I have made a survey of Frizzell's Subdivision of Blocks 41-42-43 and a part of Block C, Military Park Addn., to Oklahoma City, as shown on the annexed plat consisting of one sheet, and that the monuments shown thereon actually exist and that their respective positions are correctly shown.

W. Hughes
 State of Oklahoma } ss
 County of Oklahoma }
 Before me, the undersigned, a Notary Public in and for said County and State on this 17th day of August 1940, personally appeared W. Hughes, to me known to be the identical person who subscribed his name to the within and foregoing instrument and he 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 above written. My commission expires: *March 24-1941.*



V.L. Downing
 Notary Public



KNOW ALL MEN BY THESE PRESENTS: That J.D. Frizzell and Mildred V. Frizzell, owner of Blocks 41-42-43 and that part of Block C lying between the south line of Block 44 and the north line of Block 45, Military Park Addition to Oklahoma City, Supplemental Plat, hereby certifies that he has caused said land to be surveyed into lots, blocks, streets and public easements as shown upon and in conformity to the annexed plat which is hereby adopted as the plat of this subdivision hereinafter named "Frizzell's Subdivision of Blocks 41-42-43 and a part of Block C, Military Park Addn., to Oklahoma City," and does hereby dedicate to public use all streets hereon and guarantees a clear title to the lands so dedicated. That the lots in said subdivision shall be subject to the following restrictions:

1. All lots in this subdivision shall be known and described as residential lots, and no structure shall be erected, altered, placed or permitted to remain on any residential 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.
 2. No building shall be erected, altered, placed or permitted to remain on any building plot in this subdivision until the building plans, specifications, and plat plan showing the location of such building have been approved in writing by a committee composed of or their authorized representatives, for conformity and harmony of exterior design with existing structures in the subdivision, and as to location of the building with respect to property and building setback lines in case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if it fails to open the records of such building on the making of such alterations has commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall not serve until January 1, 1940, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing, duly recorded among the land records, their authorized representative who thereafter shall have all the powers, subject to the same limitations as were previously designated, except to the aforesaid committee.
 3. 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 annexed plat. No building shall be located nearer than 7 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.
 4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 sq. ft. or a width of less than 50 feet at the front building set back line. No noxious or offensive trade or activity shall be carried on upon any lot nor shall any thing be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 5. No persons of any race other than the Caucasian or American Indian 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.
 6. No trailer, basement, tent, shack, garage, barn or other outbuildings 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.
 7. No building costing less than \$4000.00 shall be permitted on any lot in the subdivision, except on lots 9 to 12 inclusive Block 5 and lots 1 to 8 inclusive Block 4, in which case no building costing less than \$4000.00 shall be permitted. The ground floor area of the main structure, exclusive of one-story open porches, and garages, shall be not less than 1000 square feet in the case of a one-story structure and not less than 850 square feet in the case of a one and one-half or two-story structure. That all residential structures erected on lots 1-8 and 9-12 in Block 5 shall be erected with garage attached to the main structure.
 8. A perpetual easement is reserved over the lots in said subdivision for the installation and maintenance of public utilities as shown on the annexed plat.
 9. 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.
 10. 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 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.
 11. Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in Full force and effect.
- Dated this 27th day of August 1940.

J.D. Frizzell
 Mildred V. Frizzell

State of Oklahoma } ss
 County of Oklahoma }
 Before me, the undersigned, a Notary Public in and for the said County and State on this 17th day of August 1940, personally appeared J.D. FRIZZELL and MILDRED V. FRIZZELL, 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 above set forth. My commission expires: *March 24-1941.*

V.L. Downing
 Notary Public

I, J.S. Waldrop, City Engineer of the City of Oklahoma City, State of Oklahoma, hereby certify that I have examined the land within the subdivision as shown on the annexed plat, and that it is suitable for residence purposes; that the lands dedicated to the public use are of correct dimensions and that the improvement of the same will not be an undue burden upon the public treasury.

J.S. Waldrop
 City Engineer

I, R.A. Balista, Secretary of the City Planning Commission of the City of Oklahoma City, State of Oklahoma, hereby certify that the said Planning Commission duly approved the annexed map of Frizzell's Subdivision of Blocks 41-42-43 and a part of Block C, Military Park Addn., to Oklahoma City, at its meeting held on the 23rd day of August 1940.

R.A. Balista
 Secretary

I, Earle M. Simon, City Clerk of the City of Oklahoma City, State of Oklahoma, hereby certify that the annexed plat of "FRIZZELL'S SUBDIVISION OF BLOCKS 41-42-43 AND PART OF BLOCK C, MILITARY PARK ADDITION TO OKLAHOMA CITY," was duly approved by the Council of said City on the 3rd day of September, 1940, and that the City Clerk of said City was authorized to endorse hereon the approval of said Council and the acceptance of all land dedicated to the public use as shown on said map, and I have examined the records of said City and that all special taxes or assessments as to deferred payments on the same have been paid upon the land as shown on the annexed map this 3rd day of September 1940.

Earle M. Simon
 City Clerk

