

AGENDA

Regular Meeting of the
Nichols Hills Planning Commission
Tuesday, October 7, 2025 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

If special assistance is needed for this meeting by any person wishing to attend, please contact the City Clerk's office no later than 48 hours prior to the meeting, and such assistance will be provided.

Official action may be taken by the Planning Commission only on items that appear on this Agenda. The Planning Commission may dispose of the business set out on this Agenda by accepting, approving, adopting, rejecting, amending, or postponing action as to each item, as determined by the Planning Commission.

1. Call to Order
2. Roll Call
3. Citizens Desiring to Be Heard

The purpose of this time is to allow members of the public to speak to the Planning Commission on any matter that is not otherwise set for consideration on this Agenda.

4. Minutes
 - a. August 5, 2025 Minutes

5. Public Hearings

Consideration of adoption, approval, acceptance, rejection, amendment, and/or postponement of the following:

- a. Public Hearing: An ordinance for the purpose of removing discriminatory language against certain races contained in existing plats dedicated to the City of Nichols Hills, Oklahoma, and filed in the office of the Oklahoma County Clerk;
 - final plat of Nichols Hills, Oklahoma County, Oklahoma;

- final plat of the Business Section of Nichols Hills, Oklahoma County, Oklahoma;
- amended plat of Blocks A, B, C, D, E, and 1, 2, 3 & 26, Nichols Hills, Oklahoma County, Oklahoma;
- re-survey of Block 37 Nichols Hills, Oklahoma County, Oklahoma;
- final plat of Buttram Estates section to Nichols Hills, Oklahoma;
- final plat of Section 2 Buttram Estates section to Nichols Hills, Oklahoma, a subdivision of part of Block 84, Nichols Hills, Oklahoma;
- resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma;
- resubdivision of lots 2, 4 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma;
- final plat of Section 3 Buttram Estates Section to Nichols Hills, Oklahoma, a subdivision of a part of Block 84, Nichols Hills, Oklahoma;
- replat of Lot 4, Block 35, Nichols Hills to Nichols Hills, Oklahoma;
- 36A and 36B, Nichols Hills, Oklahoma County, Oklahoma, a replat of part of Lot 1 and all of Lot 3, Block 36, Nichols Hills, Oklahoma;
- final plat of Block 36C, Nichols Hills, Oklahoma County, Oklahoma, being a replat of Lot 2 , Block 36, Nichols Hills, Oklahoma;
- replat of fee section Buttram Estates, a subdivision of a part of Block 84, Nichols Hills, Oklahoma, & a replat of Lots 37, Section 2 Buttram Estates Section to Nichols Hills, Oklahoma;
- final plat of Cumberland Court, Oklahoma County, Oklahoma;

authorizing the Mayor to sign any documentation necessary to effectuate this ordinance; and declaring an emergency.

6. Adjournment

Amanda Copeland

City Clerk
City of Nichols Hills, Oklahoma

MINUTES

Regular Meeting of the
Nichols Hills Planning Commission
Tuesday, August 5, 2025 at 5:30 PM
City Hall, 6407 Avondale Drive
Nichols Hills, OK 73116

1. Call to Order

2. Roll Call

Attendees Present	Arrived
Chairman John McCaleb	5:30
Vice-Chairman Barbara Gilbert	5:30
Commissioner Tim Cheek	5:30
Commissioner Doug Franklin	5:30
Commissioner Mike Biddinger	5:30
Commissioner Ron Byrne	Absent

3. Citizens Desiring to Be Heard

No one expressed a desire to be heard.

4. Minutes

a. July 8, 2025 Minutes

MOTION: Mike Biddinger moved to approve the July 8, 2025 minutes as presented. Tim Cheek seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Mike Biddinger
SECONDER:	Tim Cheek
AYES:	John McCaleb, Barbara Gilbert, Tim Cheek, Doug Franklin, Mike Biddinger

5. Public Hearings

- a. PUBLIC HEARING: An Ordinance for the purpose of removing discriminatory language against certain races contained in existing plats dedicated to the City of Nichols Hills, Oklahoma, and filed in the office of the Oklahoma County Clerk; amending the final plat of Mayfair Park Section of Nichols Hills, Oklahoma County, Oklahoma; and declaring an emergency.

Chairman McCaleb opened the public hearing.

No others expressing a desire to be heard, the public hearing was closed.

MOTION: Barbara Gilbert moved to recommend the City Council approve agenda item 5a as presented. Doug Franklin seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Barbara Gilbert
SECONDER:	Doug Franklin
AYES:	John McCaleb, Barbara Gilbert, Tim Cheek, Doug Franklin, Mike Biddinger

- b. PUBLIC HEARING: An Ordinance amending the Nichols Hills City Code regarding landscaping requirements for Building Commission Certificates of Approval; repealing all conflicting ordinances or parts of ordinances; providing for severability; and declaring an emergency.

Mr. Shane Pate, City Manager, and Mrs. Carla Sharpe, attorney for the city, presented the proposed ordinance to the Planning Commission.

Following discussion among Planning Commission members and staff, Chairman McCaleb opened the public hearing.

No others expressing a desire to be heard, the public hearing was closed.

MOTION: Mike Biddinger moved to recommend the City Council approve agenda item 5b as presented. Tim Cheek seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Mike Biddinger
SECONDER:	Tim Cheek
AYES:	John McCaleb, Barbara Gilbert, Tim Cheek, Doug Franklin, Mike Biddinger

- c. **PUBLIC HEARING:** The issuance of a Special Permit to Oklahoma City Golf and Country Club for the purpose of constructing an indoor pickleball, racket sports facility, and a new restaurant, and terms of use to be included in such Special Permit.

Mr. Aaron Jack, President of the Oklahoma City Golf and Country Club, discussed with the Planning Commission the findings from various meetings with the neighbors, the board members of the Oklahoma City Golf and Country Club and the members of the club.

Mr. Mack Morgan spoke in opposition to the application due to concerns of parking and additional traffic.

Mr. Patrick Hill spoke of his concerns of available parking spaces, and the size of the restaurant not being compatible with the neighborhood.

Mr. Robert Clements spoke of his concerns about parking. Mr. Clements requested that the Planning Commission table the application until a parking study could be completed. Once that has been completed, they then present the application to the Planning Commission.

Mrs. Meredith Wegener spoke in favor of the application.

Mr. Mark Zitzow, with Johnson & Associates, asked that the Planning Commission allow some deviation from the 68 parking

spaces in case there are issues in the field that may not allow that specific number.

MOTION: Mike Biddinger moved to recommend the City Council approve agenda item 5c, contingent on the club building out option number 2 of the Parking/Traffic presentation as close as is reasonable to the 68 new parking spaces. Doug Franklin seconded the motion.

RESULT:	(UNANIMOUS)
MOVER:	Mike Biddinger
SECONDER:	Doug Franklin
AYES:	John McCaleb, Barbara Gilbert, Tim Cheek, Doug Franklin, Mike Biddinger

6. Adjournment

Chairman John McCaleb adjourned the meeting.

Chairman
Planning Commission
City of Nichols Hills, Oklahoma

City Manager
Planning Commission
City of Nichols Hills, Oklahoma

City Clerk
City of Nichols Hills, Oklahoma

Re Published in _____ on _____, 2025.

ORDINANCE NO. _____

AN ORDINANCE FOR THE PURPOSE OF REMOVING DISCRIMINATORY LANGUAGE AGAINST CERTAIN RACES CONTAINED IN EXISTING PLATS DEDICATED TO THE CITY OF NICHOLS HILLS, OKLAHOMA, AND FILED IN THE OFFICE OF THE OKLAHOMA COUNTY CLERK; AMENDING THE FINAL PLAT OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING THE FINAL PLAT OF BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING THE AMENDED PLAT OF BLOCKS A, B, C, D, E, AND 1, 2, 3 & 26, NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING THE RE-SURVEY OF BLOCK 37 NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING THE FINAL PLAT OF BUTTRAM ESTATES SECTION TO NICHOLS HILLS, OKLAHOMA; AMENDING THE FINAL PLAT OF SECTION 2 BUTTRAM ESTATES SECTION TO NICHOLS HILLS, OKLAHOMA, A SUBDIVISION OF A PART OF BLOCK 84, NICHOLS HILLS, OKLAHOMA; AMENDING THE RESUBDIVISION OF LOT 3, BLOCK 86, NICHOLS HILLS, OKLAHOMA; AMENDING A RESUBDIVISION OF LOTS 2, 4, 5 & 6, BLOCK 86, NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA; AMENDING THE FINAL PLAT OF SECTION 3 BUTTRAM ESTATES SECTION TO NICHOLS HILLS, OKLAHOMA, A SUBDIVISION OF A PART OF BLOCK 84, NICHOLS HILLS, OKLAHOMA; AMENDING THE REPLAT OF LOT 4, BLOCK 35, NICHOLS HILLS TO NICHOLS HILLS, OKLAHOMA; AMENDING THE 36A AND 36B, NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, A REPLAT OF PART OF LOT 1 AND ALL OF LOT 3, BLOCK 36, NICHOLS HILLS, OKLAHOMA; AMENDING THE FINAL PLAT OF BLOCK 36C, NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, BEING A REPLAT OF LOT 2, BLOCK 36, NICHOLS HILLS, OKLAHOMA; AMENDING THE REPLAT OF FEE SECTION BUTTRAM ESTATES, A SUBDIVISION OF A PART OF BLOCK 84, NICHOLS HILLS, OKLAHOMA, & A REPLAT OF LOTS 37, SECTION 2 BUTTRAM ESTATES SECTION TO NICHOLS HILLS, OKLAHOMA; AMENDING THE FINAL PLAT OF CUMBERLAND COURT, OKLAHOMA COUNTY, OKLAHOMA; AUTHORIZING THE MAYOR TO SIGN ANY DOCUMENTATION NECESSARY TO EFFECTUATE THIS ORDINANCE; AND DECLARING AN EMERGENCY.

EMERGENCY ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NICHOLS HILLS, OKLAHOMA:

Section 1. The purpose of this Ordinance is to remove discriminatory language against certain races from all platted subdivisions to the City of Nichols Hills, Oklahoma (individually a “Plat” and collectively the “Plats”) containing such language. The respective Plats are as follows: (a) *Nichols Hills, Oklahoma County, Oklahoma*, filed of record on October 8, 1929, in Book 22 of Plats, Page 44 (“*Nichols Hills*”), (b) *Business Section of Nichols Hills, Oklahoma County, Oklahoma*, filed of record on March 21, 1931, in Book 23 of Plats, Page 72, (c) *Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26, Nichols Hills, Oklahoma County, Oklahoma*, filed of record on May 15, 1933, in Book 23 of Plats, Page 49, (d) *Re-Survey of Block 37, Nichols Hills, Oklahoma County, Oklahoma*, filed of record on January 15, 1936, in Book A, Plat Survey Book, Page 20, (e) *Buttram Estates Section to Nichols Hills, Oklahoma*, recorded February 11, 1938, in Book 32 of Plats, Page 22, (f) *Section 2 Buttram Estates Section to Nichols Hills, Oklahoma, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma*, filed of record on May 25, 1964, in Book 44 of Plats, Page 18, (g) *Resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma*, recorded July 28, 1969, in Book 42 of Plats, Page 25, (h) *A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma*, filed of record June 20, 1968, in Book 42 of Plats, Page 71, (i) *Section 3 Buttram Estates Section to Nichols Hills, Oklahoma, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma*, recorded March 2, 1971, in Book 43 of Plats, Page 68, (j) *Replat of Lot 4, Block 35, Nichols Hills to Nichols Hills, Oklahoma*, filed of record on February 1, 1972, in Book 43 of Plats, Page 11, (k) *Blocks 36A and 36B Nichols Hills, Oklahoma County, Oklahoma, a Replat of Part of Lot 1 and all of Lot 3, Block 36, Nichols Hills, Oklahoma*, filed of record on March 28, 1973, in Book 44 of Plats, Page 18, (l) *Block 36C, Nichols Hills, Oklahoma County, Oklahoma, a Replat of Lot 2, Block 36, Nichols Hills, Oklahoma*, filed of record on December 31 1984, in Book 52 of Plats, Page 53, (m) *Replat of Fee Section Buttram Estates, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma, and a Replat of Lot 37, Section 2 Buttram Estates Section to Nichols Hills, Oklahoma*, filed of record on November 1, 1993, in Book 55 of Plats, Page 28, and (n) the *Final Plat of Cumberland Court, being a replat of Lots 1-11 Block 4 and Cumberland Drive as shown on the Plat Nichols Hills, Oklahoma County, Oklahoma (also referred to as the Business Section of Nichols Hills, Oklahoma County, Oklahoma) recorded in Book 23 of Plats, Page 72 and being a replat of Lots 14-25 Block 5, and Cumberland Drive as shown on the recorded plat of Nichols Hills, Oklahoma County, Oklahoma, filed of record in Book 22 of Plats, Page 44 (“Cumberland Court”)*, being filed of record on July 27, 2017, in Book 75 of Plats, Page 77, all in the office of the Oklahoma County. For purposes of this Ordinance the discriminatory language, whether identical or different between plats, is individually and collectively referenced herein as the “Discriminatory Language.”

Section 2. The Discriminatory Language prohibits the sale, rental, or occupancy of real property subject of each respective Plat. Although the Discriminatory Language is no longer legally enforceable pursuant to the United States Supreme Court ruling in *Shelley v. Kraemer*, 334 U.S. 1 (1948), the provisions of the Fair Housing Act, 42 U.S.C., Section 3601 *et seq.*, and 11 O.S. § 42-106.1(E), it remains part of the Plats. Title 11 O.S. § 42-106.1(E) provides a process for the removal of the Discriminatory Language by means of the amendment (the “Amendment”) of the Plats. The Discriminatory Language is similar but not identical among the Plats.

(a) The Discriminatory Language contained in the final plat of *Nichols Hills, Oklahoma County, Oklahoma* (stated twice in that document), filed of record on October 8, 1929, in Book 22 of Plats, Page 44, is as follows:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African decent, commonly known as Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by and for a person not a Negro.

Provided, further, any person not a negro who shall obtain a valid Sheriff’s Deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff’s Deed, shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff’s Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

(b) The Discriminatory Language in the final plat of the *Business Section of Nichols Hills, Oklahoma County, Oklahoma*, filed of record on March 21, 1931, in Book 23 of Plats, Page 72 (the “*Business Section*”), is as follows:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African decent, commonly known as Negroes, and hereinafter called Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is held or owned by and for a person not a Negro.

Provided, further, any person not a Negro, who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any Mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

(c) The Discriminatory Language in the *Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26, Nichols Hills, Oklahoma County, Oklahoma*, filed of record on May 15, 1933, in Book 23 of Plats, Page 49 (the "*Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26*"), is as follows:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever be in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvement thereon) any person of African decent, commonly known as Negroes, and hereinafter called Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided however, this reverter shall not effect the lien of any mortgage or deed of trust

placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is held or owned by and for a person not a Negro.

Provided further any person not a Negro who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any Mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed, shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

The real property subject of the *Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26* is located entirely within the real property subject of the final plat of the *Business Section* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Business Section* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of both the *Business Section* and the *Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26*.

(d) While the *Re-Survey of Block 37, Nichols Hills, Oklahoma County, Oklahoma*, filed of record on January 15, 1936, in Book A, Plat Survey Book, Page 20 ("*Block 37*"), does not contain any Discriminatory Language, and simply adjusts certain interior Lot Lines within Block 37 as the same was originally platted, *Block 37* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the re-survey of *Block 37*.

(e) While the final plat of *Buttram Estates Section to Nichols Hills, Oklahoma*, recorded January 6, 1956, in Book 32 of Plats, Page 22 ("*Buttram Estates*"), does not contain any Discriminatory Language, *Buttram Estates* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Buttram Estates*.

(f) While the final plat of *Section 2 Buttram Estates Section to Nichols Hills, Oklahoma, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma*, recorded May 25, 1964, in Book 44 of Plats, Page 18 (“*Buttram Estates 2*”), does not contain any Discriminatory Language, *Buttram Estates 2* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Buttram Estates 2*.

(g) While the *Resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma*, recorded July 8, 1965, in Book, 42 of Plats, Page 25, does not contain any Discriminatory Language, the *Resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma*.

(h) While *A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma*, does not contain any Discriminatory Language, *A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma*, recorded May 2, 1968, in Book 42 of Plats, Page 71, is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma*.

(i) While the *Section 3 Buttram Estates Section to Nichols Hills, Oklahoma, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma*, recorded March 2, 1971, in Book 43 of Plats, Page 68 (“*Buttram Estates 2*”), does not contain any Discriminatory Language, *Buttram Estates 2* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Buttram Estates 2*.

(j) While the *Replat of Lot 4, Block 35, Nichols Hills to Nichols Hills, Oklahoma* (“*Replat of Lot 4, Block 35*”), recorded February 1, 1972, in Book 43 of Plats, Page 11, does not contain any Discriminatory Language, the *Replat of Lot 4, Block 35* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Replat of Lot 4, Block 35*.

(k) While the final plat of *Blocks 36A and 36B, Nichols Hills, Oklahoma County, Oklahoma*, filed of record on March 16, 1973, in Book 44 of Plats, Page 18 (“*Final Plat of Blocks 36A and 36B*”), does not contain any Discriminatory Language, the *Final Plat of Blocks 36A and 36B* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the replat of the *Final Plat of Blocks 36A and 36B*.

(l) While the final plat of *Block 36C Nichols Hills, Oklahoma County, a Replat of Lot 2, Block 36, Nichols Hills, Oklahoma*, filed of record on September 25, 1955, in Book 52 of Plats, Page 53 (“*Block 36C*”), does not contain any Discriminatory Language, *Block 36C* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the replat of *Block 36C*.

(m) While the *Replat of Fee Section Buttram Estates, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma, & a Replat of Lot 37 Section 2 Buttram Estates Section to Nichols Hills, Oklahoma* (“*Replat of Fee Section*”), recorded November 1, 1993, in Book 55 of Plats, Page 28, does not contain any Discriminatory Language, the *Replat of Fee Section* is located entirely within the real property subject of the final plat of *Nichols Hills* which does contain Discriminatory Language. There is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of the *Replat of Fee Section*.

(n) While the *Final Plat of Cumberland Court*, filed of record on July 27, 2017, in Book 75 of Plats, Page 77, does not contain any Discriminatory Language, the *Final Plat of Cumberland Court* is located in part within the real property subject of the *Business Section* and in part within the real property subject of *Nichols Hills*, both of which contain Discriminatory Language, and despite the City of Nichols Hills, Oklahoma closing to public use that part of the final plat of the Business Section and that part of the final plat of *Nichols Hills* subject of the *Final Plat of Cumberland Court* by means of Ordinance No. 1067, and despite the foreclosure of the City's absolute right to reopen the same by means of that District Court action in CJ-2016-228, there is no evidence that the Discriminatory Language contained in the final plat of *Business Section* or the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, the Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the *Business Section*, the final plat of *Nichols Hills*, and the *Final Plat of Cumberland Court*.

Section 3. The real property which individually comprises each plat within the Plats is as follows:

(a) The real property which comprises the final plat of *Nichols Hills* is located in a part of the SE/4, a part of the NE/4, the NW/4, and a part of the NE/4 of the SW/4, all being a part of Section 5, T12N, R3W of the Indian Meridian, and the S/2 of the SW/4 of Section 32, T13N, R3W of the Indian Meridian, all in Oklahoma County, Oklahoma. The Lots and Blocks which comprise the final plat of *Nichols Hills* are described therein as those Lots and Blocks subject to certain Unit One Reservations, Restrictions, and Covenants, those being all Lots in Blocks 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, Lots 1 to 19 both inclusive, Block 29, Lots 1 to 11 both inclusive, Block 30, Lots 1 to 6 both inclusive, Block 32, and all Lots in Block 33, and those Lots and Blocks subject to certain Unit Two Reservations, Restrictions, and Covenants, those being Lots 20 to 27 both inclusive, Block 29, Lots 12 to 18 both inclusive, Block 30, all Lots in Block 31, Lots 7 to 14 both inclusive, Block 32, all Lots in Blocks 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 70, Lots 1, 2 and 9, Block 71, and all Lots in Blocks 81, 82, 83, 84, 85, 86, and 87.

(b) The real property which comprises the *Business Section* is located in the SE/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the *Business Section* are Blocks A, B, C, D and E, Lots 1 through 28, both inclusive, Block 1, Lots 1 through 12, both inclusive, Block 2, Lots 1 through 35, both inclusive, Block 3, Lots 1 through 32, both inclusive, Block 4, Lots 1 through 32, both inclusive, Block 26, Lots 1 through 43, both inclusive, Block 27, and Lots 1 through 27, both inclusive, Block 28.

(c) The real property which comprises the *Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26* is located in the SE/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County,

Oklahoma. The Lots and Blocks which comprise the *Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26* are Blocks A, B, C, D and E, Lots 1 through 35, both inclusive, Block 1, Lots 1 through 12, both inclusive, Block 2, Lots 1 through 35, both inclusive, Block 3, and Lots 1 through 30, both inclusive, Block 26.

(d) The real property which comprises the *Re-Survey of Block 37, Nichols Hills, Oklahoma County, Oklahoma*, is located in the NE/4 of Section 6, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the *Re-Survey of Block 37, Nichols Hills, Oklahoma County, Oklahoma*, are Lots 1 through 10, both inclusive, Block 37.

(e) The real property which comprises *Block 36C* is located in the NE/4 of Section 6, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise *Block 36C* are Lots 1 through 3, both inclusive, *Block 36C*.

(f) The real property which comprises *Buttram Estates* is located in the SW/4 of Section 32, T13N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise *Buttram Estates* are Lots 1 through 36, both inclusive, being a subdivision of a part of Block 84, *Nichols Hills*.

(g) The real property which comprises *Buttram Estates 2* is located in the SW/4 of Section 32, T13N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise *Buttram Estates* are Lots 37 through 43, both inclusive, being a subdivision of a part of Block 84, *Nichols Hills*.

(h) The real property which comprises the *Resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma* is located in the SW/4 of Section 32, T13N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the *Resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma* are Lots 1 through 3, both inclusive, Block 86, being a subdivision of a part of Block 86, *Nichols Hills*.

(i) The real property which comprises the *A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma*, is located in the SW/4 of Section 32, T13N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the *A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma* are Lots 1 through 13, both inclusive, Block 86, being a subdivision of a part of Block 86, *Nichols Hills*.

(j) The real property which comprises *Buttram Estates 3* is located in the SW/4 of Section 32, T13N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and

Blocks which comprise *Buttram Estates 3* are Lots 44 through 48, both inclusive, being a subdivision of a part of Block 84, *Nichols Hills*.

(k) The real property which comprises the *Replat of Lot 4, Block 35* is located in the NW/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County Oklahoma. The Lots and Blocks which comprise the *Replat of Lot 4, Block 35* are Lots 1 and 2 being a replat of Lot 4, Block 35 of the final plat of *Nichols Hills*.

(l) The real property which comprises *Blocks 36A & 36B* is located in the NE/4 of Section 6, T12N, R3W and the NW/4 of Section 5, T12N, R3W, all west of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise *Blocks 36A & 36B* are Lots 1 through 6, both inclusive, Block 36A, and Lots 1 through 14, both inclusive, Block 36B, being a replat of part of Lot 1 and all of Lot 3, Block 36 of the final plat of *Nichols Hills*.

(m) The real property which comprises the *Replat of Fee Section* is located in the SW/4 of Section 32, T13N, R3W, of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the *Replat of Fee Section* are Lots 1 and 2, being a subdivision of a part of Block 84, *Nichols Hills* & a replat of Lot 37 *Buttram Estates 2*.

(n) The real property which comprises the *Final Plat of Cumberland Court, being a replat of Lots 1-11 Block 4 and Cumberland Drive as shown on the Plat Nichols Hills, Oklahoma County, Oklahoma (also referred to as the Business Section of Nichols Hills, Oklahoma County, Oklahoma) recorded in Book 23 of Plats, Page 72 and being a replat of Lots 14-25 Block 5 and Cumberland Drive as shown on the recorded plat of Nichols Hills, Oklahoma County, Oklahoma, filed of record in Book 22 of Plats, Page 44, being filed of record on July 27, 2017, in Book 75 of Plats, Page 77, is located in the SE/4 of Section 5, T12N, R3W, of the Indian Meridian, Oklahoma County, Oklahoma. The Lots and Blocks which comprise the *Final Plat of Cumberland Court* are Lots 1 through 12, both inclusive, Block 1, and Lots 1 through 11, both inclusive, Block 2.*

Section 4. Each individual plat identified herein which collectively comprise the Plats are hereby amended to delete, remove and strike in their entirety the Discriminatory Language. The provisions of this Amendment shall supersede and control over any conflicting provision contained in an individual plat identified herein which collectively comprise the Plats. Except for the Discriminatory Language, the remainder of each plat identified herein shall remain enforceable and effective.

Section 5. The Mayor is hereby authorized to sign any documentation necessary to effectuate this Ordinance.

Section 6. Emergency Section. In the judgment of the Council it is necessary for the immediate preservation of the peace, health, welfare and safety of the City of Nichols Hills, Oklahoma, and of the inhabitants thereof that the provisions of this ordinance be put into full force and effect immediately, and therefore an emergency is hereby declared to exist by reason whereof this ordinance shall take effect and be in full force from and after its passage as provided by law.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the _____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

**AFFIDAVIT REGARDING
CORRECTION OF PLATS**

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Concerning the subdivision plat of *Nichols Hills, Oklahoma County, Oklahoma*, filed of record on October 8, 1929, in Book 22 of Plats, Page 44 (the "Plat"), the property subject of the Plat is located in a part of the SE/4, a part of the NE/4, the NW/4, and a part of the NE/4 of the SW/4, all being a part of Section 5, T12N, R3W of the Indian Meridian, and the S/2 of the SW/4 of Section 32, T13N, R3W of the Indian Meridian, all in Oklahoma County, Oklahoma. Due to the inclusion of an illegal discriminatory restrictive covenant, the Plat (and other Plats identified herein) shall be amended to redact, remove, and strike the following illegal discriminatory restrictive covenant (the "Discriminatory Language") which in the case of the Plat was stated twice therein:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African decent, commonly known as Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by and for a person not a Negro.

Provided, further, any person not a negro who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed, shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

The Plat with the Discriminatory Language redacted, removed, and stricken is depicted on **Exhibit 1**, attached hereto and made a part hereof. Portions of the real property subject of the Plat have subsequently been amended, re-surveyed, replatted, resubdivided, and otherwise altered by the following plats: (a) *Re-Survey of Block 37, Nichols Hills, Oklahoma County, Oklahoma*, filed of record on January 15, 1936, in Book A, Plat Survey Book, Page 20 (see **Exhibit 2**, attached hereto and made a part hereof), (b) *Buttram Estates Section to Nichols Hills, Oklahoma*, recorded February 11, 1938, in Book 32 of Plats, Page 22 (see **Exhibit 3**, attached hereto and made a part hereof), (c) *Section 2 Buttram Estates Section to Nichols Hills, Oklahoma, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma*, filed of record on May 25, 1964, in Book 44 of Plats, Page 18 (see **Exhibit 4**, attached hereto and made a part hereof), (d) *Resubdivision of Lot 3, Block 86, Nichols Hills, Oklahoma*, recorded July 28, 1969, in Book 42 of Plats, Page 25 (see **Exhibit 5**, attached hereto and made a part hereof), (e) *A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma*, filed of record June 20, 1968, in Book 42 of Plats, Page 71 (see **Exhibit 6**, attached hereto and made a part hereof), (f) *Section 3 Buttram Estates Section to Nichols Hills, Oklahoma, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma*, recorded March 2, 1971, in Book 43 of Plats, Page 68 (see **Exhibit 7**, attached hereto and made a part hereof), (g) *Replat of Lot 4, Block 35, Nichols Hills to Nichols Hills, Oklahoma*, filed of record on February 1, 1972, in Book 43 of Plats, Page 11 (see **Exhibit 8**, attached hereto and made a part hereof), (h) *Blocks 36A and 36B Nichols Hills, Oklahoma County, Oklahoma, a Replat of Part of Lot 1 and all of Lot 3, Block 36, Nichols Hills, Oklahoma*, filed of record on March 28, 1973, in Book 44 of Plats, Page 18 (see **Exhibit 9**, attached hereto and made a part hereof), (i) *Block 36C, Nichols Hills, Oklahoma County, Oklahoma, a Replat of Lot 2, Block 36, Nichols Hills, Oklahoma*, filed of record on December 31 1984, in Book 52 of Plats, Page 53 (see **Exhibit 10**, attached hereto and made a part hereof), and (j) *Replat of Fee Section Buttram Estates, a Subdivision of a Part of Block 84, Nichols Hills, Oklahoma, and a Replat of Lot 37, Section 2 Buttram Estates Section to Nichols Hills, Oklahoma*, filed of record on November 1, 1993, in Book 55 of Plats, Page 28 (see **Exhibit 11**, attached hereto and made a part hereof), all in the office of the Oklahoma County (collectively the “Amended Plats”).

The real property subject of the Amended Plats is located entirely within the real property subject of the final plat of *Nichols Hills*. None of the Amended Plats contain any Discriminatory Language; provided, however, there is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* was ever voided or otherwise nullified by the Oklahoma County District Court; therefore, such Discriminatory Language continues to run with the land, and its removal is necessary by means of the Amendment of the final plat of *Nichols Hills* as well as the Amendment of the Amended Plats.

THEREFORE, the Plat and the Amended Plats are hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

UNIT TWO (cont.)

Lot 5, Block 71, 200 feet on Wilshire Blvd and 125 feet on Crocyden Road
 Lot 1, Block 81, 175 feet on each street
 Lot 12, Block 81, 175 feet on Wilshire Blvd and 200 feet on Waverly Ave.
 Lot 1, Block 82, 225 feet
 Lot 2, Block 82, 175 feet
 Lot 12, Block 82, 150 feet on each street
 Lot 7, Block 83, 250 feet on both streets

If the plot consists of one lot only, and the frontage of such lot is less than 125 feet, then the minimum quantity of road of 125 feet may be reduced, as applying to the lot in question, to the frontage of said lot.

RE-ARRANGING SUB-DIVIDING OR RE-PLATTING: None of the blocks shall be re-subdivided or re-platted, nor shall the lots in any of the blocks herein be re-subdivided, re-platted or re-arranged in such a manner that would allow a greater number of houses to be constructed in block than there were lots originally platted in said block, it being the intention of the COMPANY to restrict this property so that a greater number of houses cannot be built in block than there were lots originally platted in the block.

This provision does not apply to the following exceptions:

- Lot 7, Block 34
- All of Block 35
- All of Block 36
- Lots 6 and 7 Block 81
- Lots 6 and 7 Block 82
- All of Blocks 84 and 85
- All of Blocks 86 and 87

And in these blocks the COMPANY reserves the right to replot, re-subdivide or change the number of lots in said lots and blocks.

SET BACK OF RESIDENCE FROM STREET LINE: No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street or the side street than the front building limit line or the side building limit line of the lot or lots on which such building may be erected, as shown on said plat; provided, however, that the company may, in the fee simple title to such lot, change said building limit line to such lot, or at any time thereafter, with the consent in writing of the then record owner of the fee simple title to such lot, change said building limit line, or may change the building limit line, which it may have established by said deed; provided, however, that no change may be made at any time which will bring the front or side street building limit line closer to the front or side street than the front or side street building limit line as shown on the plat as changed by the COMPANY in accordance with the next preceding paragraph.

COVERED OR UNCOVERED, BUT NOT ENCLOSED, PORCHES, BALCONIES, PORCHES, COCHERES AND TERRACES: may extend beyond the front building limit line not more than twelve feet, or beyond the side building limit line not more than ten feet; bay or other windows, vestibules and stairway landings other than full two-story windows, vestibules and landings, cornices, spouting chimneys or other similar projection may extend not more than four feet beyond the front building limit line and not more than four feet beyond the side building limit line. Steps set higher than the level of the first floor may extend beyond the front or side building limit line. By building limit line as here used is meant the building limit line as shown on the plat as changed by the COMPANY in accordance with the next preceding paragraph.

FREE SPACE: No part of any residence shall be erected or maintained on any of the lots in this addition, nearer than six feet to the side property line of the plot upon which it is erected in portions of this addition where the required minimum frontage for a plot is less than 30 feet or nearer than 10 feet to the side property line where the required minimum frontage for a plot is 30 feet or more; except that cornices, spouting chimneys and purely ornamental projections may extend three feet nearer said side property line; provided that no residence, including attached garages, attached greenhouses, enclosed or unenclosed porches, but exclusive of projections listed above, shall occupy more than 30 per cent of the width of lot measured at the front building limit line. If it is provided, however, that the maximum width of any residence, which may be erected on any of said lots may, with the consent in writing of the COMPANY, be increased by not to exceed 10 per cent of the width of any such lot, measured as above provided. If it is further provided that the required setback from the side lines of the lot as herein provided may, with the consent in writing of the COMPANY, be reduced by not to exceed 33 1/3 per cent of the amount of such required setback; provided, however, that this reduction shall in no way whatever affect the provision relative to the change in said building line as set forth in paragraph on "Set back of Residence from Street Line."

SET BACK OF OUTBUILDINGS FROM STREETS: No outbuildings exclusive of cornices, spouting chimneys and purely ornamental projections shall be

erected, or maintained, on any of said lots nearer to the front street or the side street than the outbuilding limit line of the lot or lots on which such outbuildings may be erected, as shown on said plat; provided, however, that the COMPANY, in the deed to any of said lots, may change said outbuilding limit line, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said outbuilding limit line, or may change the outbuilding limit line which it may have established by said deed; provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or more than ten feet nearer to the side street than the outbuilding limit line shown on said plat; and provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding nearer to the front street than the outbuilding limit line shown on this plat, without the consent in writing of the then record owner of the fee simple title to the contiguous lot or lots which fronts or front on the same street, or which will permit the erection or maintenance on any lot of any outbuilding nearer to the side street than the outbuilding limit line shown on the plat without the consent in writing of the then owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every outbuilding, except a greenhouse, erected on any of said lots shall, unless the COMPANY otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant and shall be of the same exterior material as the residence.

On lot 18, block 30; lot 3, block 35; and lot 5, block 71, there shall be no detached outbuildings.

OUTBUILDING REGULATIONS: No outbuildings, exclusive of greenhouses, and exclusive of cornices, spouting chimneys and purely ornamental projections, erected on any of said lots shall occupy more than 30 per cent of the width of the plot upon which said buildings are erected, measured along the rear line of said plot; provided, however, that in no case shall the width of any such outbuildings, other than greenhouses, be more than 30 feet; without the consent in writing of the COMPANY. In the case of more than one such outbuilding being erected on any plot, the combined width of such outbuildings shall not exceed the width provided for by this section for a single outbuilding; any greenhouse, exclusive of other outbuildings, may not exceed a maximum width of 20 feet; without the consent in writing of the COMPANY. As provided, further, that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 60 per cent of the width of the plot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings may, with the consent in writing of the COMPANY, be increased by not to exceed 10 per cent of the width of the plot, measured along the rear line thereof; and provided, further, that the width of any outbuilding other than greenhouse, may, with the consent in writing of the COMPANY, be increased by not to exceed 10 per cent of the width of the plot upon which it is erected, measured along the rear line thereof; and still further provided, that on corner lots having an angle or angles in the outbuilding limit lines, the outbuildings may be erected to such width as the space allows, provided they do not exceed the maximum width listed above.

No outbuilding shall exceed one and one-half stories in height and in no case shall it be higher than the house to which it is appurtenant.

COMPANY'S JUDGMENT CONCLUSIVE: The COMPANY shall in all cases have the right to say and determine which are the front streets, side streets, rear and side property lines of any plot, and also the amount of the set back from said lines, necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on all parties.

REQUIRED COST OF RESIDENCES: Any residence erected wholly or partially on any of said lots, or part or parts thereof, shall cost not less than the amount listed below:

Block 23 - Lots 20 to 27 both inclusive,	2 story	\$12,500.00
Block 30 - Lots 12 to 19 both inclusive,	2 story	\$15,000.00
Block 31 - Lots 1 to 4 both inclusive,	2 story	\$15,000.00
Block 31 - Lots 5 to 7 both inclusive,	2 story	\$20,000.00
Block 31 - Lots 11 to 14 both inclusive,	2 story	\$15,000.00
Block 34 - Lots 1 to 6 both inclusive,	2 story	\$20,000.00
Block 34 - Lots 9 to 11 both inclusive,	2 story	\$20,000.00
Block 34 - Lots 12 to 10 both inclusive,	2 story	\$20,000.00
Block 34 - Lots 11 & 12,	2 story	\$25,000.00
Block 34 - Lots 1 & 4,	2 story	\$20,000.00
Block 35 - Lot 2,	2 story	\$40,000.00
Block 35 - Lot 3,	2 story	\$50,000.00
Block 36 - Lot 1,	2 story	\$50,000.00

Block 36 - Lots 2 and 3,	\$50,000.00
Block 37 - Lots 1 & 10 both inclusive,	\$25,000.00
Block 38 - Lot 5,	\$25,000.00
Block 39 - Lots 1 & 4 both inclusive and lots 6 and 7,	\$40,000.00
Block 40 - Lots 1 & 6 both inclusive,	\$20,000.00
Block 40 - Lot 7,	\$20,000.00
Block 40 - Lots 9 to 13 both inclusive,	\$20,000.00
Block 41 - Lots 1 to 3 both inclusive,	\$20,000.00
Block 41 - Lots 5 to 8 both inclusive,	\$20,000.00
Block 41 - Lot 4,	\$40,000.00
Block 42 - Lots 1 to 11 both inclusive,	\$15,000.00
Block 43 - Lots 1 to 9 both inclusive,	\$15,000.00
Block 44 - Lots 1 to 8 both inclusive,	\$15,000.00
Block 70 - Lots 1 & 11,	\$20,000.00
Block 71 - Lots 1 & 8,	\$15,000.00
Block 81 - Lots 1 to 5 both inclusive,	\$20,000.00
Block 81 - Lots 6 to 12 both inclusive,	\$15,000.00
Block 82 - Lots 1, 2, 11 & 12,	\$15,000.00
Block 82 - Lots 3, 4, 5, 6, 9 & 10,	\$20,000.00
Block 83 - Lots 1 & 7 both inclusive,	\$15,000.00
Block 86 - Lots 1 to 6 both inclusive,	\$50,000.00
Block 87 - Lots 1 to 5 both inclusive,	\$50,000.00

OWNERSHIP OF COMPANY OR ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for the improvements thereon, occupied by except necessary occupants, servants, quarters, by a servant employed by white occupant of the main mortgage, or by any person of African descent, commonly known as "Negroes" and hereinafter called "Negroes."

REVERSION CLAUSE: In this dedication and upon the violation of the conditions set forth above, the lot or lots and the improvements thereon shall immediately revert to the COMPANY, or its assigns, and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon, provided, however, that the reversion shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the conditions set forth above. If the same is placed thereon in good faith and so long as such lien is not paid or satisfied by and for a person not a Negro.

Provided further, any person not a Negro who shall obtain a title to any lot in said addition under the foreclosure of the lien of a mortgage described above and shall obtain title and lawful possession of the same under said sheriff's deed, shall have the same free from any violation of the conditions set forth above, and shall be deemed to have complied with the conditions set forth above, and shall be deemed to have complied with the conditions set forth above.

EASEMENTS RESERVED: The COMPANY reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as EASEMENTS, sewer or other pipe lines, conduits, poles and wires and any other method of conducting performing any quasi-public utility or function, above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

That where easements are provided along the rear of any lot or lots, then, and in that event, all sewer or other pipe lines, conduits, poles and wires belonging to any public or quasi-public utility or function, shall be placed on said easements.

The COMPANY shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of said property.

BOARD OF APPROVAL: There shall be created a Board of Approval to be composed of a Representative selected by the Company; a Representative to be selected by the parties owning property in this addition; and a third party to be selected by the two so selected and that no fences or walls around any of the property herein described shall be commenced, erected or maintained, nor shall any extension or alteration of any fence or wall be constructed until the erector or his assigns or the parties owning the same shall have been approved in writing by the Board of Approval, and that in approving the building of any fence or wall or the extension or alteration of any fence or wall, the Board of Approval shall take into consideration the suitability of such fence or wall, the materials of which it is to be built, the style of the building, the harmony thereof with the surroundings and the effect of the construction of the said fence or wall or the extension thereof shall have upon the adjacent or neighboring property.

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

UNIT TWO

SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES:

The Construction or maintenance of Billboards or advertising boards or structures on any lot in said plot is prohibited, except that signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size, unless with the written consent of the Company.

No tank for the storage of oil or other fluids may be maintained above the surface of the ground on any of the lots without the consent in writing of the Company. No pergola or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of the building limit line without the consent in writing of the Company.

No permanent provision shall be made for the housing of poultry, cows or horses or other live stock on any lot without the consent in writing of the Company. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

No garage or outbuilding on any plot shall be used as a residence or living quarters except by servants engaged on the premises, or except during construction of residence for a period of not exceeding six months.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then the material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

DURATION: All the restrictions herein set forth shall continue and be binding upon the COMPANY and upon its successors and assigns for a period of twenty-one years from September 1, 1929 and shall automatically be extended thereafter for successive periods of 10 years; provided, however, that the owners of the fee simple to the lots having thereon, then fifty percent of the area of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restrictions created by deed from the COMPANY at the end of the first twenty-one year period or at any successive ten-year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes, and filing the same for record in the office of the County Clerk of Oklahoma County, at least five years prior to the expiration of this first twenty-year period or of any ten-year period thereafter.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their tenure of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Company or owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall, in no case, be deemed to be a waiver of right to do so thereafter.

COMPANY'S RIGHT TO ASSIGN: The Company, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made, its assigns or grantees may, at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF the COMPANY has by authority of the Board of Directors caused this instrument to be executed by its President and its corporate seal, attested by its Secretary, to be hereunto affixed, this 5th day of October, 1929.

Attest:
Secretary

G.A. Nichols, Inc.
By: *G.A. Nichols*
President

SEAL

State of Oklahoma } ss.
County of Oklahoma }

Before me, the undersigned, a Notary Public, in and for said County and State on the 5th day of October, 1929, personally appeared G.A. Nichols, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as the 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 official seal the day and year above set forth.
My commission expires
July 15, 1935.

J.H. Kottel
Notary Public

BONDED ABSTRACTERS CERTIFICATE

The undersigned duly qualified and bonded Abstracter of Titles in and for the State of Oklahoma, County of Oklahoma hereby certify that the records of the County of Oklahoma, in said State, show that the Title of the land shown on the annexed map of Nichols Hills, Unit Two, is vested in G.A. Nichols, Inc., and that on the 5th day of October, 1929, there were no claims or judgments of any nature in any court or of file with the Clerk of any County in said County and State against said land or the owners thereof that the taxes are paid for the year 1928 and prior years, and that no outstanding tax sales certificates are against said land, that no tax deeds are issued to any person, and that there are no liens, mortgages or encumbrances of any kind against the land described in said plat.

Signed and Sealed at Oklahoma City, Oklahoma this 5th day of October, 1929.

Attest: *J.H. Kottel*
Secretary

State of Oklahoma } ss.
County of Oklahoma }

Before me, the undersigned, a Notary Public in and for said County and State on the 5th day of October, 1929, personally appeared Ray M. Main to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as his 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 official seal the day and year above set forth.
My commission expires
July 23, 1931

Julia A. Shook
Notary Public

COUNTY ENGINEER'S CERTIFICATE

I, G.R. Murphy, County Engineer of Oklahoma County, State of Oklahoma hereby certify that I have examined the plat included within the subdivision as shown on the annexed plat; that it is suitable for residence or business purposes; that the lands dedicated to the public are of correct dimensions and that the improvement of the same will not be an undue burden upon the public treasury.

G.R. Murphy
County Engineer.

SURVEYOR'S CERTIFICATE

I, Warren E. Moore, the undersigned do hereby certify that I am by profession a Civil Engineer and that the annexed map of Nichols Hills, Unit Two, consisting of lots correctly represents a survey made under my supervision on the 5th day of October, 1929, and that all the monuments shown thereon actually exist.

Warren E. Moore
Civil Engineer

State of Oklahoma } ss.
County of Oklahoma }

Before me, the undersigned, a Notary Public in and for said County and State on the 5th day of October, 1929, personally appeared Warren E. Moore 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.

Witness my hand and official seal the day and year above set forth.
My commission expires July 22, 1931

Julia A. Shook
Notary Public

REGIONAL PLANNING COMMISSION CERTIFICATE

I, G.R. Murphy, Secretary of the Regional Planning Commission of the County of Oklahoma, State of Oklahoma, hereby certify that the said Planning Commission duly approved the annexed plat of Nichols Hills, Unit Two, on the 15th day of September, 1929.

G.R. Murphy
Secretary

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

UNIT ONE

Unit No. 1 includes the following described property:
All lots in Blocks 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, lots 1 to 10 both inclusive, Block 29; lots 1 to 11 both inclusive, Block 30; lots 1 to 6 both inclusive, Block 32, and all lots in Block 33.

RESERVATIONS, RESTRICTIONS & COVENANTS

The Company declares that the aforesaid lands shown on said plat above referred to, namely, - All lots in Blocks 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, lots 1 to 10 both inclusive, Block 29; lots 1 to 11 both inclusive, Block 30; lots 1 to 6 both inclusive, Block 32, and all lots in Block 33 are held and shall be conveyed subject to the reservations, restrictions, covenants and declarations hereinafter set forth as follows:

DEFINITIONS:- By COMPANY is meant the owner of the property herebefore described and is the party platting and dedicating the property hereinafter described.

A CORNER LOT is one that abuts on more than one street. Any lot except a corner lot shall be deemed to front on the street on which it has its smaller dimension, except the lots specifically mentioned below and except where the Company shall designate in any deed conveying any CORNER LOT, hereafter made by it, the street of which said CORNER LOT shall hereafter be considered as fronting.

Lot 11, Block 11; Lot 12, Block 16; Lot 9, Block 17; Lots 1 and 11, Block 18; Lots 1, 5, 7 and 12, Block 21; Lots 6, 11 and 12, Block 22; Lot 12, Block 23; Lot 3, Block 24; Lot 4, Block 25; Lot 1, Block 30 and Lot 1, Block 32 shall be deemed to front on both streets.
Lot 9, Block 25 shall be deemed to front on all streets.

The COMPANY, in the deed to any CORNER LOT, or at any time with the consent in writing of the holder of the fee simple title thereto, may designate a different street as the one upon which such lot shall be deemed to front.

The street upon which a lot fronts, as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word STREET, as used in these restrictions, shall include any street, drive, boulevard, road, lane, way, terrace or court as shown on the plat.

USE OF LAND:- The lots shall be used for private residence purposes only. No store or business house, no gas, oil or automobile service station, and no flat, duplex, or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to residences, each dwelling house being detached and being designed for occupancy by a single family in its entirety, except all the lots in Block 5 and Lots 1 to 10 both inclusive and 15 to 25 both inclusive, Block 6 may be used for duplex houses.

MATERIAL:- The principal exterior material of any residence shall be of brick, stone or stucco, or some material satisfactory to the COMPANY.
No house may be moved from any other locality onto the property herein described.

FRONTAGE:- Every residence erected on any plot shall front or present a good frontage on the street or streets on which said plot fronts. Houses on CORNER LOTS shall have a presentable frontage on both streets.

Every residence erected on any plot shall have appurtenant to it and not occupied by any other residence at least 25 feet of ground fronting on the street or streets on which the plot fronts, except as listed below.
Any residence erected wholly or partially on any of the lots listed below shall have appurtenant to it and not occupied by any other residence the amount of ground so listed, except that in a residence erected partially on two or more lots where the requirements of the smaller frontage shall govern.

Lots 1 and 25, Block 5; Lots 1, 14 and 25, Block 9; Lots 1, 5 and 25, Block 7; Lots 1 and 25, Block 8; Lots 1 and 25, Block 9; Lots 1 and 25, Block 10; Lots 1, 5, 7, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25, Block 11; Lots 1 and 25, Block 12; Lots 1 and 25, Block 13; Lots 1 and 25, Block 14; Lots 1 and 25, Block 15; Lots 1 and 25, Block 16; Lots 1 and 25, Block 17; Lots 1 and 25, Block 18; Lots 1 and 25, Block 19; Lots 1 and 25, Block 20; Lots 1 and 25, Block 21; Lots 1 and 25, Block 22; Lots 1 and 25, Block 23; Lots 1 and 25, Block 24; Lots 1 and 25, Block 25; Lots 1 and 25, Block 26; Lots 1 and 25, Block 27; Lots 1 and 25, Block 28; Lots 1 and 25, Block 29; Lots 1 and 25, Block 30; Lots 1 and 25, Block 31; Lots 1 and 25, Block 32; Lots 1 and 25, Block 33.

Lot 14, Block 11; Lot 14, Block 13; Lot 15 to 27 both inclusive, Block 18; Lot 10 to 14 both inclusive, Block 17; Lots 2, 3 and 4, Block 21; Lots 5, 6 and 11, Block 25 and Lots 1 to 10 both inclusive, Block 30, 75 feet.
Lot 12, Block 11; Lot 15, Block 21; Lot 23, Block 15; Lot 23, Block 15; Lot 7, Block 10; Lot 21, Block 22; Lot 12, Block 23; Lot 1, Block 23; Lot 1 and 5, Block 32 and Lot 5 and 6, Block 33, 100 feet.

Lots 1 to 8 both inclusive, Block 17; Lots 10, 12 and 13, Block 18; Lots 9 and 10, Block 19; Lot 10, Block 25; Lot 19, Block 25; Lots 2 to 5, both inclusive, Block 32; and Lots 2, 3 and 4, Block 33, 90 feet.

Lots 25, Block 14; Lots 5, 9 and 14, Block 15; Lots 6, 8, 11 and 13, Block 21 and Lot 7, Block 33, 125 feet.

Lot 11, Block 14, 200 feet on each street.
Lot 12, Block 15, 110 feet on each street.

Lot 13, Block 16, 175 feet on each street.
Lot 14, Block 17, 175 feet on each street.

Lot 15, Block 18, 175 feet on each street.
Lot 16, Block 19, 175 feet on each street.

Lot 17, Block 20, 175 feet on each street.
Lot 18, Block 21, 175 feet on each street.

Lot 19, Block 22, 175 feet on each street.
Lot 20, Block 23, 175 feet on each street.

Lot 21, Block 24, 175 feet on each street.
Lot 22, Block 25, 175 feet on each street.

Lot 23, Block 26, 175 feet on each street.
Lot 24, Block 27, 175 feet on each street.

Lot 25, Block 28, 175 feet on each street.
Lot 26, Block 29, 175 feet on each street.

Lot 27, Block 30, 175 feet on each street.
Lot 28, Block 31, 175 feet on each street.

Lot 29, Block 32, 175 feet on each street.
Lot 30, Block 33, 175 feet on each street.

Lot 31, Block 34, 175 feet on each street.
Lot 32, Block 35, 175 feet on each street.

Lot 33, Block 36, 175 feet on each street.
Lot 34, Block 37, 175 feet on each street.

Lot 35, Block 38, 175 feet on each street.
Lot 36, Block 39, 175 feet on each street.

Lot 37, Block 40, 175 feet on each street.
Lot 38, Block 41, 175 feet on each street.

Lot 39, Block 42, 175 feet on each street.
Lot 40, Block 43, 175 feet on each street.

Lot 41, Block 44, 175 feet on each street.
Lot 42, Block 45, 175 feet on each street.

Lot 43, Block 46, 175 feet on each street.
Lot 44, Block 47, 175 feet on each street.

Lot 45, Block 48, 175 feet on each street.
Lot 46, Block 49, 175 feet on each street.

Lot 47, Block 50, 175 feet on each street.
Lot 48, Block 51, 175 feet on each street.

Lot 49, Block 52, 175 feet on each street.
Lot 50, Block 53, 175 feet on each street.

Lot 51, Block 54, 175 feet on each street.
Lot 52, Block 55, 175 feet on each street.

Lot 53, Block 56, 175 feet on each street.
Lot 54, Block 57, 175 feet on each street.

Lot 55, Block 58, 175 feet on each street.
Lot 56, Block 59, 175 feet on each street.

Lot 57, Block 60, 175 feet on each street.
Lot 58, Block 61, 175 feet on each street.

Lot 59, Block 62, 175 feet on each street.
Lot 60, Block 63, 175 feet on each street.

Lot 61, Block 64, 175 feet on each street.
Lot 62, Block 65, 175 feet on each street.

Lot 63, Block 66, 175 feet on each street.
Lot 64, Block 67, 175 feet on each street.

Lot 65, Block 68, 175 feet on each street.
Lot 66, Block 69, 175 feet on each street.

Lot 67, Block 70, 175 feet on each street.
Lot 68, Block 71, 175 feet on each street.

Lot 69, Block 72, 175 feet on each street.
Lot 70, Block 73, 175 feet on each street.

Lot 71, Block 74, 175 feet on each street.
Lot 72, Block 75, 175 feet on each street.

Lot 73, Block 76, 175 feet on each street.
Lot 74, Block 77, 175 feet on each street.

Lot 75, Block 78, 175 feet on each street.
Lot 76, Block 79, 175 feet on each street.

of said lots may, with the consent in writing of the COMPANY, be increased by not to exceed 10 percent of the width of any such plot, measured as above provided. It is further provided, that the required setback from the sidewalk of the lots as herein provided may, with the consent in writing of the COMPANY, be reduced by not to exceed 33 1/3 percent of the amount of such required setback provided, however, that the reservation shall in no way whatever affect the provisions relative to the change in said building line as set forth in paragraph on set back of Residence from SET-BACK OF OUTBUILDINGS FROM STREET: No out-building shall be erected or maintained on any of said lots nearer to the front or side streets than the outbuilding limit line of the lot or lots on which the out-building may be erected, as shown on said plat provided, however, that the COMPANY, in the deed to any of said lots, may change said out-building limit line, or at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said building limit line, or may change the outbuilding limit line which it may have established by said deed; provided further, that no change may be made at any time which will permit the erection or maintenance on any lot of any out-building nearer to the front street than the outbuilding limit line shown on said plat, without the consent in writing of the then record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every out-building, except a greenhouse, erected on any of said lots shall, unless the COMPANY otherwise consents in writing, correspond in style and architecture to the residence to which it is appurtenant and shall be of the same exterior material as such residence.

On Lot 13, Block 5; Lot 12, Block 9; Lot 15, Block 12; Lot 14, Block 13; Lot 21, Block 22; Lot 2, Block 23; Lot 3, Block 24; and Lot 1, Block 25, there shall be no detached out-buildings.

OUTBUILDING REGULATIONS: No outbuildings, exclusive of greenhouses, and exclusive of cornices, spouting, chimneys and purely ornamental projections erected on any of said lots shall occupy more than 50 per cent of the width of the plot upon which said buildings are erected, measured along the rear line of said plot provided, however, that in no case shall the width of any such outbuildings, other than greenhouses, be more than 35 feet without the consent in writing of the COMPANY. In the case of more than one such outbuilding being erected on any plot the combined width of such outbuildings shall not exceed the width provided for by this section for a single outbuilding, any greenhouse, exclusive of other outbuildings, may not exceed a maximum width of 20 feet, without the consent in writing of the COMPANY, provided further that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 60 percent of the width of the plot upon which they are erected, measured along the rear line thereof; it is further provided, however, that the maximum combined width of such outbuildings may, with the consent in writing of the COMPANY, be increased by not to exceed 10 percent of the width of the plot measured along the rear line thereof and provided, further, that the width of any outbuilding other than greenhouses, may, with the consent in writing of the COMPANY, be increased by not to exceed 10 percent of the width of the plot upon which it is erected, measured along the rear line thereof and still further provided that on corner lots having an angle or angles in the outbuilding limit lines, the outbuildings may be erected to such width as the space allows, provided they do not exceed the maximum width listed above.

No outbuilding shall be higher than the house to which it is appurtenant.

COMPANY'S JUDGMENT CONCLUSIVE: The COMPANY shall in all cases have the right to say and determine which are the front streets, side streets, rear and side property lines of any plot, and also the amount of the set back from said lines necessary to conform to the requirements hereof, and the COMPANY's judgment and determination thereon shall be final and binding on all parties.

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

UNIT ONE

REQUIRED COST OF RESIDENCES: Any residence erected wholly or partially on any of the said lots, or parts thereof, shall cost not less than the amount listed below:

Block 5 - Lots 1 to 25 both inclusive, one story, \$6000.00
Block 6 - Lots 1 to 25 both inclusive, one story, \$6000.00
Block 7 - Lots 1 to 25 both inclusive, one story, \$6000.00
Block 8 - Lots 1 to 25 both inclusive, one story, \$6000.00
Block 9 - Lots 1 to 23 both inclusive, one story, \$6000.00
Block 10 - Lots 1 to 22 both inclusive, one story, \$6000.00
Block 11 - Lots 1 to 22 both inclusive, one story, \$6000.00
Block 12 - Lots 1 to 30 both inclusive, one story, \$6000.00
Block 13 - Lots 1 to 29 both inclusive, one story, \$6000.00
Block 14 - Lots 1 to 25 both inclusive, one story, \$6000.00
Block 15 - Lots 1 to 23 both inclusive, one story, \$6000.00
Block 16 - Lots 1 to 27 both inclusive, one or two story, \$10,000.00
Block 17 - Lots 1 to 14 both inclusive, one or two story, \$10,000.00
Block 18 - Lots 1 to 14 both inclusive, one or two story, \$10,000.00
Block 19 - Lots 1 to 14 both inclusive, one or two story, \$10,000.00
Block 20 - Lots 1 to 12 both inclusive, one or two story, \$10,000.00
Block 21 - Lots 1 to 21 both inclusive, one or two story, \$10,000.00
Block 22 - Lots 1 to 21 both inclusive, one or two story, \$10,000.00
Block 23 - Lots 1 to 16 both inclusive, one story, \$6000.00
Block 24 - Lots 1 to 13 both inclusive, one story, \$7000.00
Block 25 - Lots 1 to 19 both inclusive, one story, \$8500.00
Block 26 - Lots 1 to 11 both inclusive, one or two story, \$10,000.00
Block 27 - Lots 1 to 6 both inclusive, one or two story, \$10,000.00
Block 28 - Lots 1 to 7 both inclusive, one or two story, \$10,000.00

OWNERSHIP OR OCCUPANCY BY ANY OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for or the improvements thereon occupied by except persons occupying of servants quarters by a servant employed by white owners. This is to be a condition of the sale of any lot or lots herein platted and the improvements thereon. Any person who shall violate this condition shall be liable to the payment of a fine of not less than \$100.00 and not more than \$500.00 for each violation. This condition shall run with the land and shall be binding on all persons who shall acquire title to any lot or lots herein platted and the improvements thereon. Any person who shall violate this condition shall be liable to the payment of a fine of not less than \$100.00 and not more than \$500.00 for each violation. This condition shall run with the land and shall be binding on all persons who shall acquire title to any lot or lots herein platted and the improvements thereon.

EASEMENTS RESERVED: The COMPANY reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as EASEMENTS, sewer or other lines, conduits, poles and wires, and any other method of conducting or performing any public utility, or function, above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

THE COMPANY shall have the right at any time to extinguish or vacate such easements and rights-of-way as to, or on, any portion of said property.

BOARD OF APPROVAL: There shall be created a Board of Approval to be composed of a Representative selected by the Company; a Representative to be selected by the parties owning property in the addition and a third party to be selected by the two so selected and that no fences or walls around any of the property herein described shall be commenced, erected or maintained, nor shall any extension or alteration of any fence or wall be constructed until the erection, construction or extension of such fence or wall shall have been approved in writing by the Board of Approval, and that approving the building of any fence or wall or the extension or alteration of any fence or wall, the Board of Approval shall take into consideration the utility of such a fence or wall, the materials of which it is to be built, the style of the building, the harmony thereof with the surroundings, and the effect of the construction of said fence or wall or the extension thereof shall have upon the adjacent or neighboring property.

SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES: The construction or maintenance of billboards or advertising banners or structures on any lot in said plat is prohibited, except that signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size, unless with the written consent of the Company.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground without the consent in writing of the Company.

No pergola or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of the building limit line without the consent in writing of the Company.

No permanent provision shall be made for the housing of poultry, cows or horses or other stock on any lot without the consent in writing of the Company.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

No garage or outbuilding on any lot shall be used as a residence or living quarters except by servants engaged on the premises, or except during construction of residence for a period of not exceeding six months.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then the material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

DURATION: All the restrictions herein set forth shall continue and be binding upon the COMPANY and upon its successors, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of the fee simple title to the lots having more than fifty percent of the area of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restrictions created by deed from the COMPANY at the end of the first twenty-one year period or of any successive ten-year period thereafter, by executing and acknowledging an appropriate agreement or agreement in writing, for such purposes obtaining the same for record in the office of the County Clerk of Oklahoma County at least five years prior to the expiration of the first twenty-one year period, or of any ten-year period thereafter.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under. It shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their existence or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive, or mandatory, to prevent the breach of or to enforce the observance of the restrictions, above set forth in addition to ordinary legal action for damages, and failure of the Company or owner or owners of any other lot or lots shown on the plat to enforce any of the restrictions herein set forth at the time of its violations shall, in no event, be deemed to be a waiver of a right to do so thereafter.

COMPANY'S RIGHT TO ASSIGN: The Company, by appropriate instrument, may assign or convey to any person, organization or corporation, any and all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made its assigns or grantees may of their own free choice, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF: THE COMPANY has by authority of the Board of Directors caused this instrument to be executed by its President and its corporate seal, attested by its Secretary, to be hereunto affixed, this 5th day of October, 1929.

Attest:

G.A. Nichols, Inc.
By: *[Signature]*
President

State of Oklahoma } ss.
County of Oklahoma }

Before me, the undersigned, a Notary Public in and for said County and State on this 5th day of October, 1929, personally appeared G.A. Nichols to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument, as its 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 official seal the day and year above set forth.

My commission expires July 13, 1933.

Notary Public

BONDED ABSTRACTERS' CERTIFICATE
The undersigned, duly qualified and Bonded Abstractor of Titles in and for the State of Oklahoma, County of Oklahoma, hereby certify that the records of the County of Oklahoma, in said State, show that the Title A. Nichols, Inc., Unit One, is vested in G.A. Nichols, Inc., and that on the 5th day of October, 1929, that there were no actions 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 the year 1928 and prior years, and that no outstanding tax sales certificates are against said land, that no tax deeds are issued to any person, and that there are no liens, mortgages or encumbrances of any kind against the land described in said plat.

Signed and Sealed at Oklahoma City, Okla. this 5th day of October, 1929.
Attest: *[Signature]* The American First Trust Co. in Oklahoma City

Secretary

State of Oklahoma } ss.
County of Oklahoma } ss.
Before me, the undersigned, a Notary Public in and for said County and State on the 5th day of October, 1929, personally appeared Ray McLain 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 official seal the day and year above set forth.

My commission expires July 23, 1931.

Notary Public

SURVEYOR'S CERTIFICATE
I, Warren E. Moore, the undersigned, do hereby certify that I am by profession a Civil Engineer, and that the annexed map of Nichols Hills, Unit One, consisting of 14 sheets correctly represents a survey made under my supervision on the 5th day of October, 1929, and that all the monuments shown thereon actually exist.

State of Oklahoma } ss.
County of Oklahoma } ss.
Before me, the undersigned, a Notary Public in and for said County and State on the 5th day of October, 1929, personally appeared Warren E. Moore 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.

Witness my hand and official seal the day and year above set forth.

My commission expires July 23, 1931.

Notary Public

COUNTY ENGINEER'S CERTIFICATE
I, G.R. Murphy, County Engineer of Oklahoma County, State of Oklahoma, hereby certify that I have examined the land included within the subdivision as shown on the annexed plat, that it is suitable for residence or business purposes, that the lots are dedicated to the public use of correct dimensions and that the improvement of the same will not be an undue burden upon the public treasury.

State of Oklahoma } ss.
County of Oklahoma } ss.
Before me, the undersigned, a Notary Public in and for said County and State on the 16th day of September, 1929, personally appeared G.R. Murphy 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.

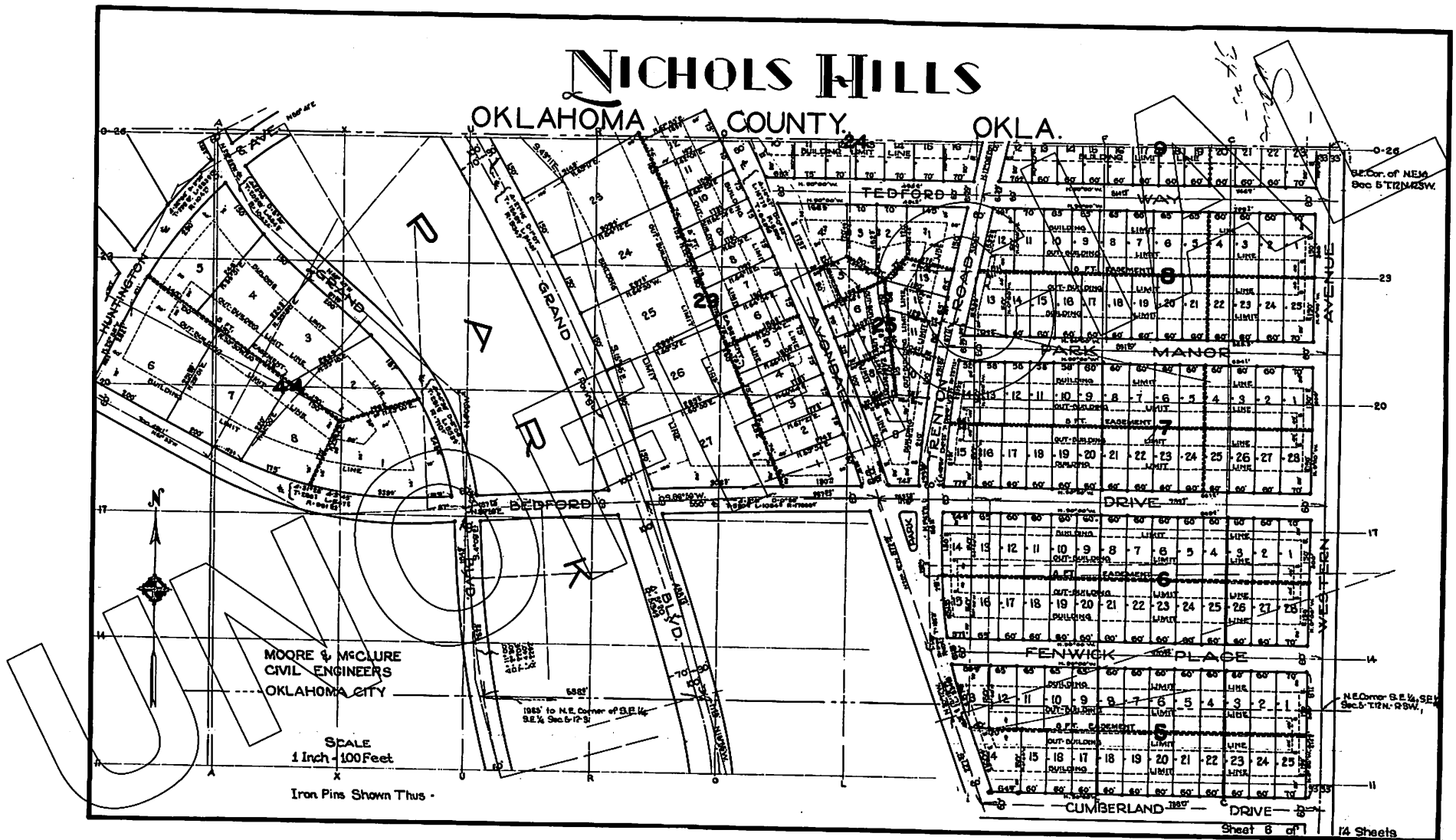
Witness my hand and official seal the day and year above set forth.

My commission expires July 23, 1931.

Notary Public

REGIONAL PLANNING COMMISSION CERTIFICATE
I, G.R. Murphy, Secretary of the Regional Planning Commission of the County of Oklahoma, State of Oklahoma, hereby certify that the said Planning Commission duly approved the annexed plat of Nichols Hills, Unit One, on the 16th day of September, 1929.

Sheet 5 of 14 Sheets

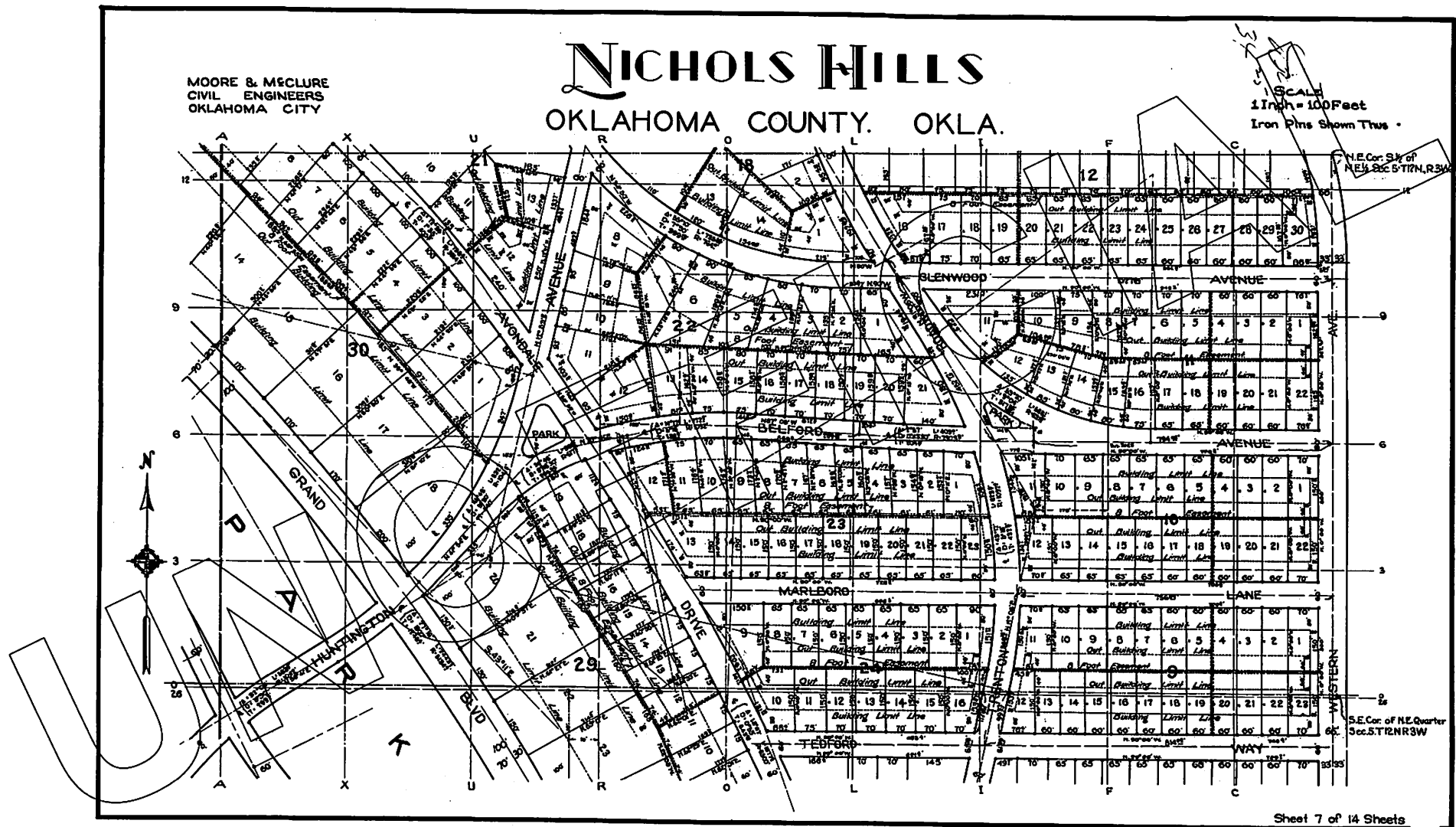


MOORE & MECLURE
CIVIL ENGINEERS
OKLAHOMA CITY

NICHOLS HILLS

OKLAHOMA COUNTY. OKLA.

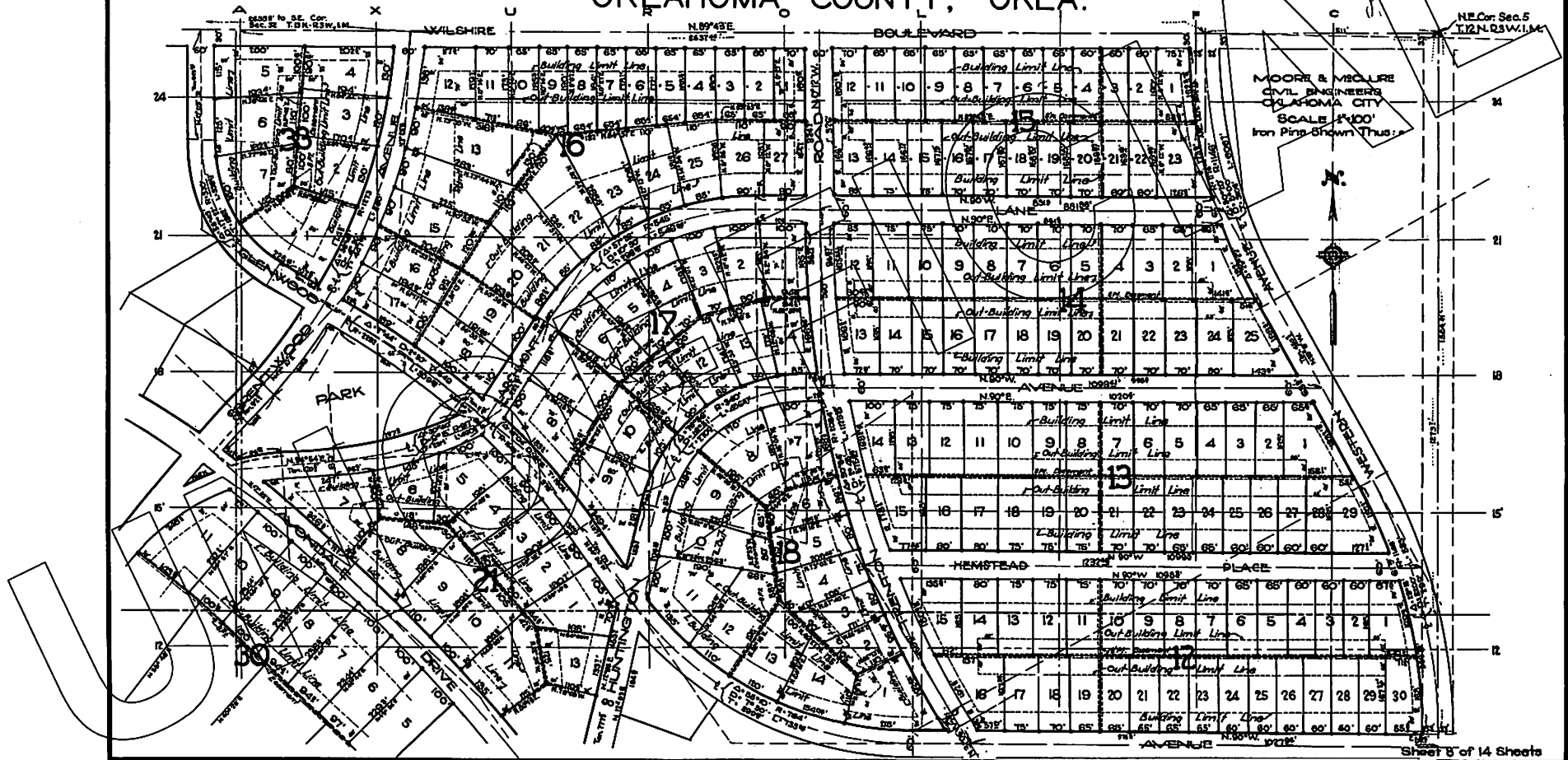
SCALE
1 Inch = 100 Feet
Iron Pins Shown Thus -



Sheet 7 of 14 Sheets

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

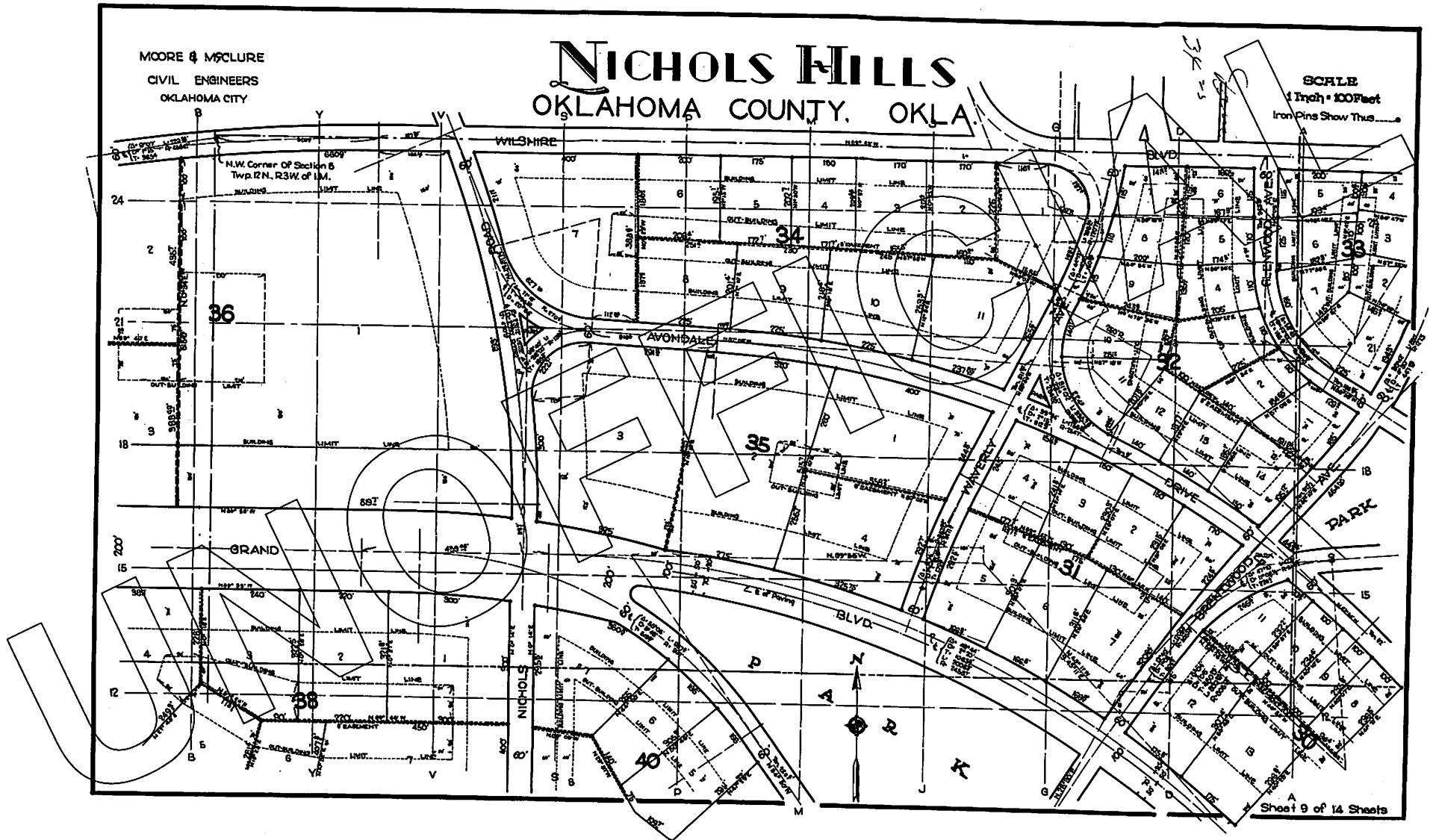


MOORE & MACLURE
CIVIL ENGINEERS
OKLAHOMA CITY

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

SCALE
1 Inch = 100 Feet
Iron Pins Show Thus

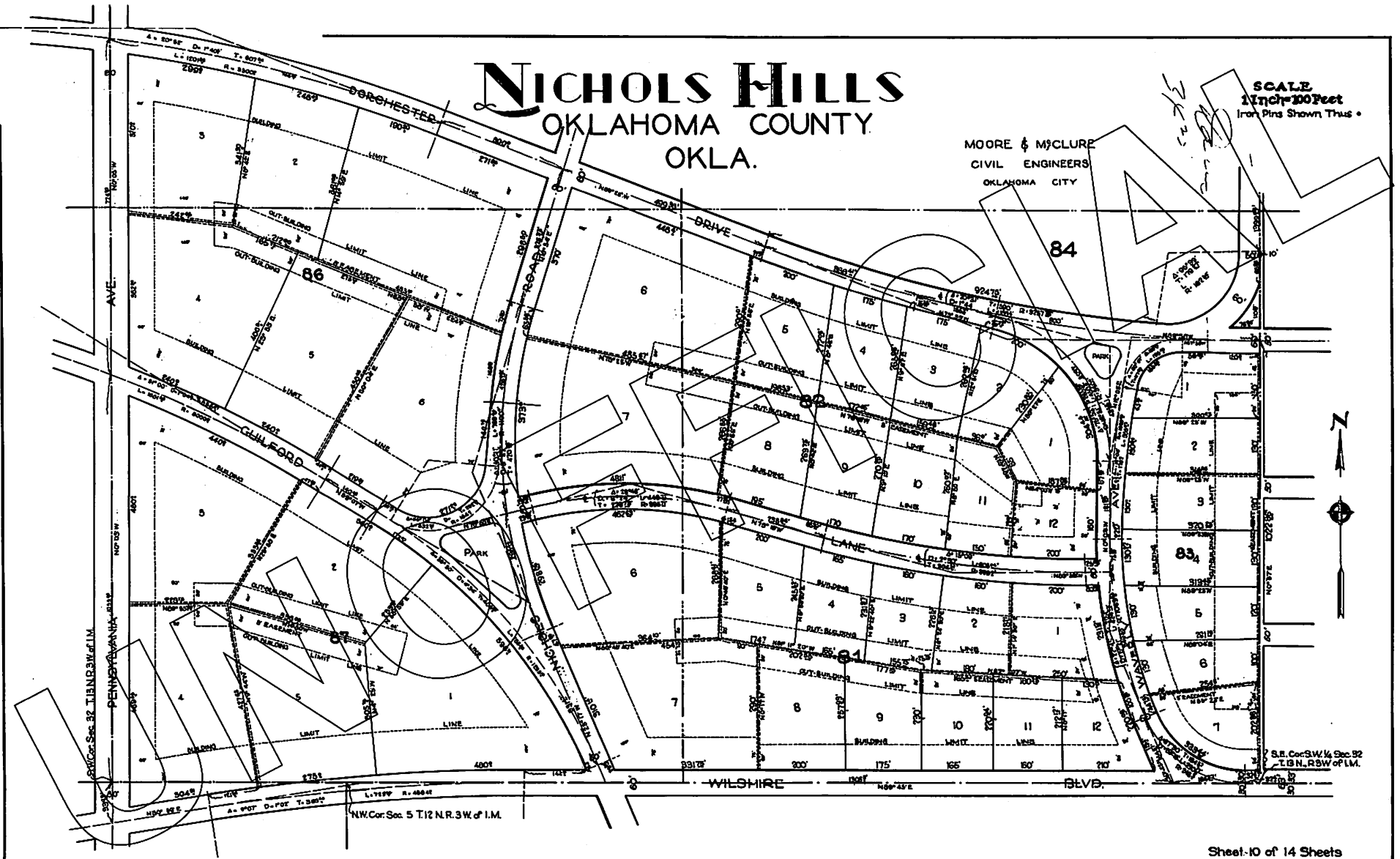


NICHOLS HILLS

OKLAHOMA COUNTY
OKLA.

MOORE & MCCLURE
CIVIL ENGINEERS
OKLAHOMA CITY

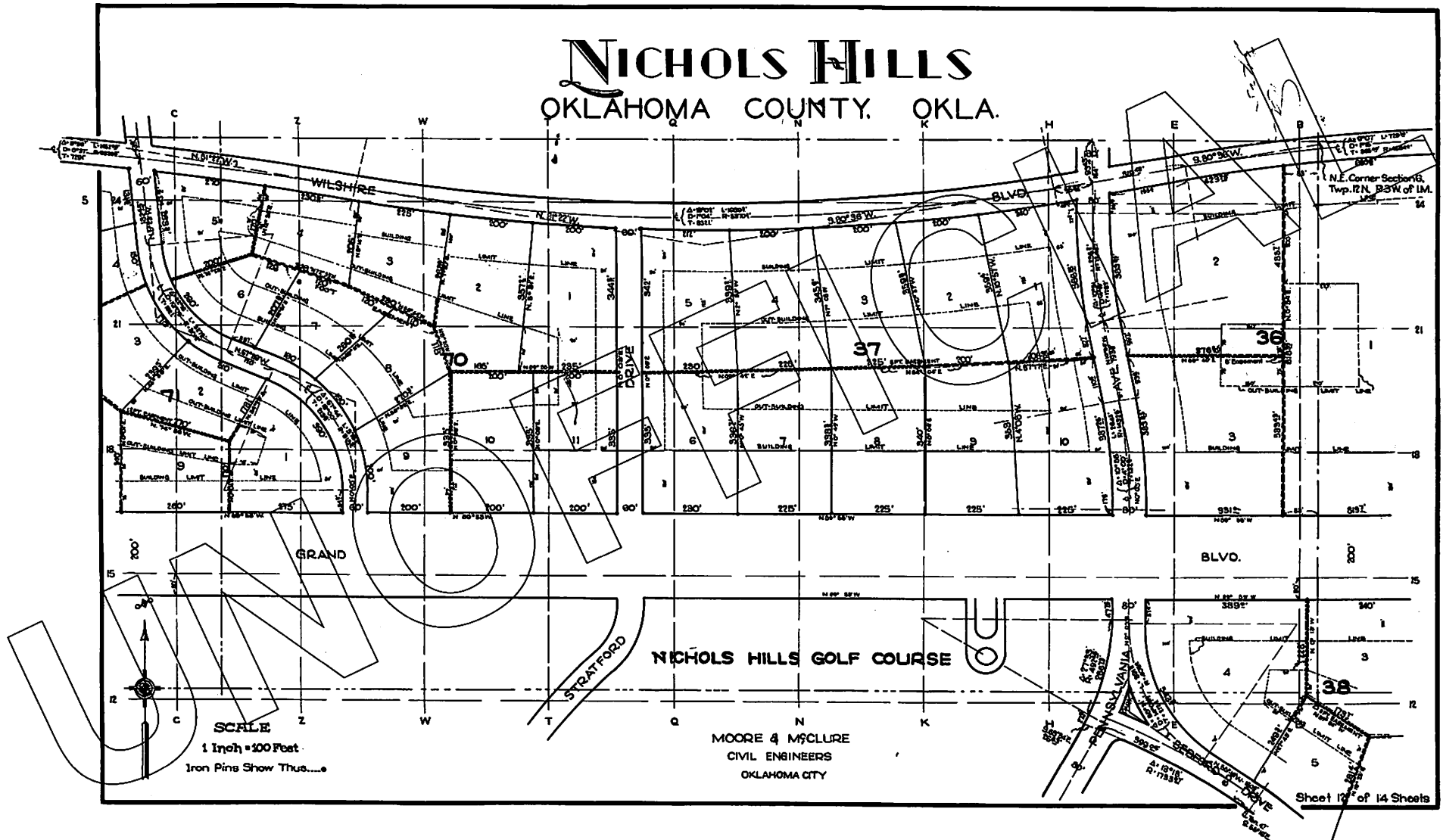
SCALE
1 Inch = 100 Feet
Iron Pins Shown Thus •



22-44

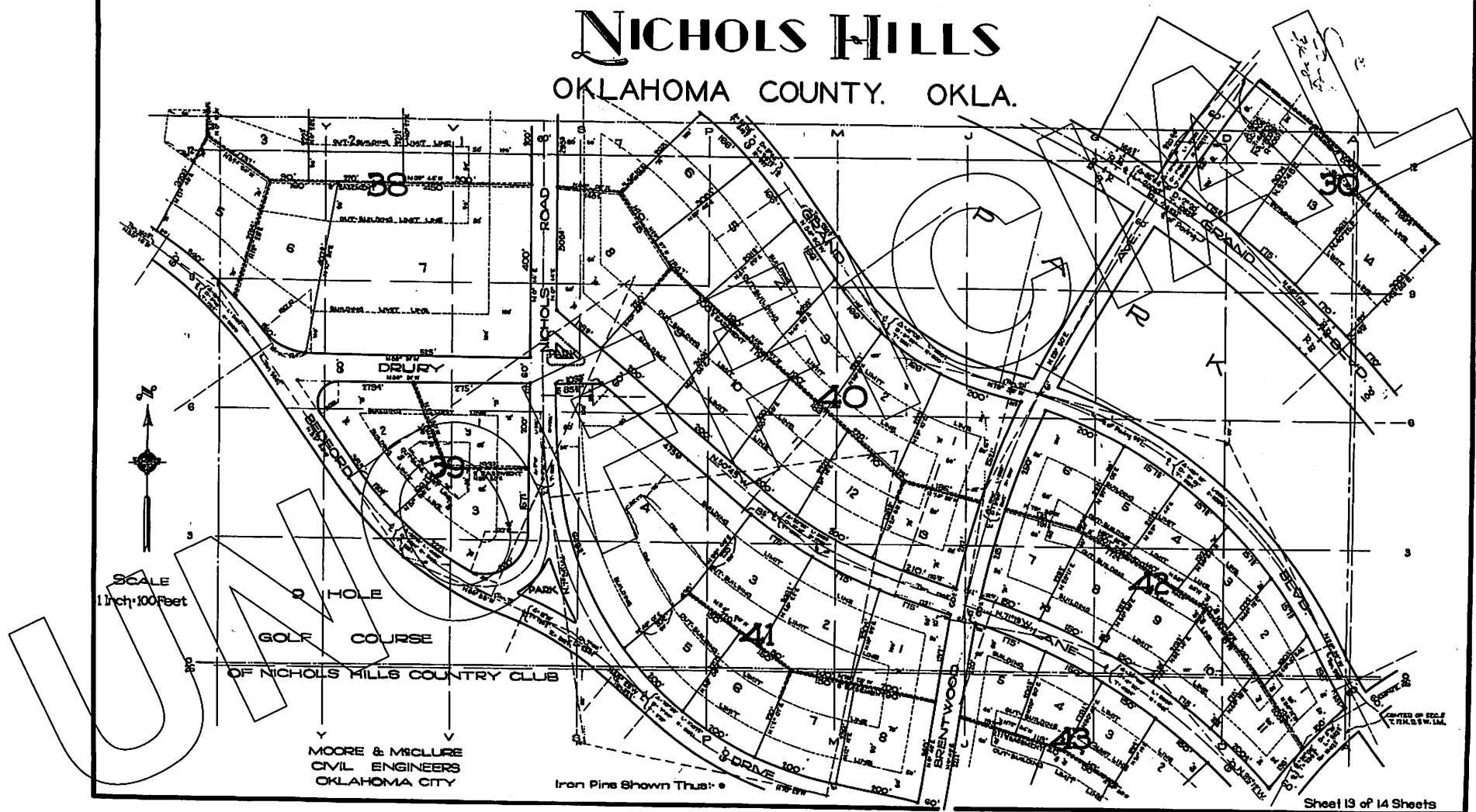
NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.



NICHOLS HILLS

OKLAHOMA COUNTY. OKLA.

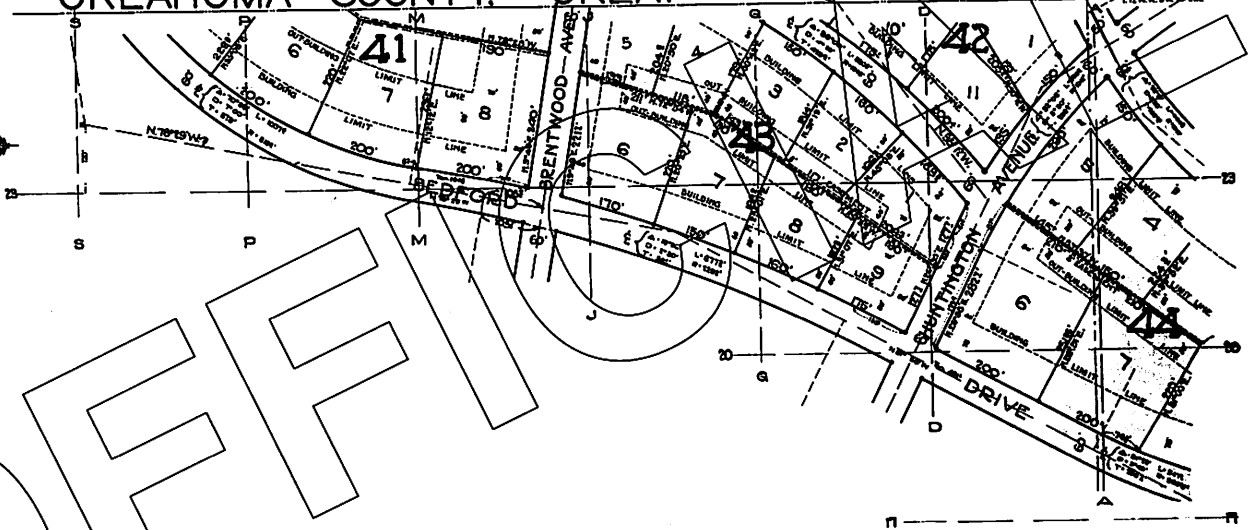


MOORE & MCCLURE
CIVIL ENGINEERS
OKLAHOMA CITY

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

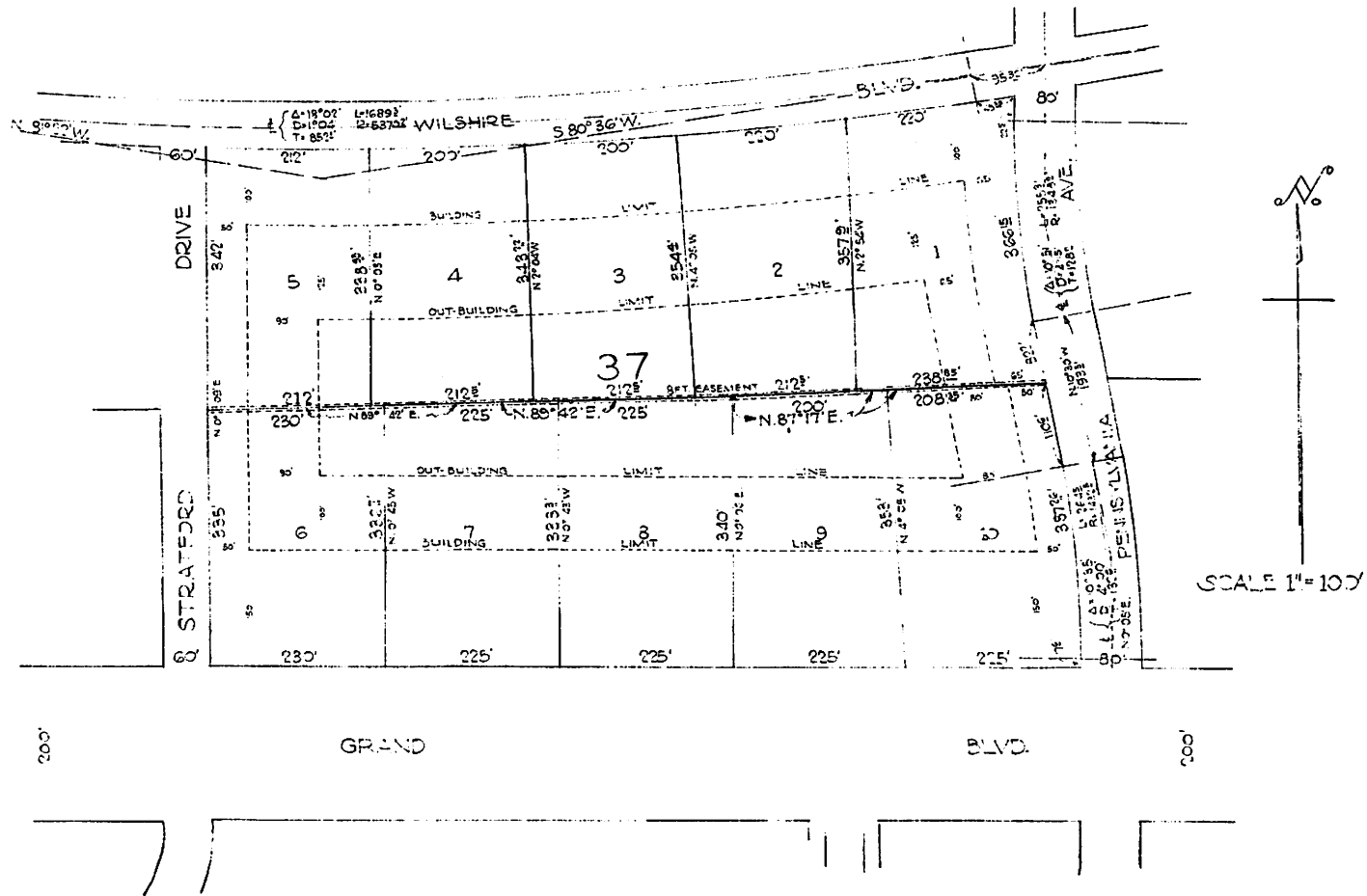
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Iron Pins Shown Thus -



Sheet 14 of 14 Sheets

A/20
2-11-1938
3:55 P.

EXHIBIT 2
RE-SURVEY OF
BLOCK 37
NICHOLS HILLS
OKLAHOMA COUNTY, OKLA.



SURVEYOR'S CERTIFICATE

I, E. D. Hill, County Surveyor of Oklahoma County hereby certify that the annexed plat represents a correct re-survey of Block 37 Nichols Hills, Oklahoma.
Made this 15th day of Jan. 1938

E. D. Hill
County Surveyor

Survey & Drawing
E. D. HILL
COUNTY SURVEYOR
1000 INSURANCE BLDG. 21340
OKLAHOMA CITY, OKLA.

EXHIBIT 3

32-22 1 of 1

BUTTRAM ESTATES

SECTION TO NICHOLS HILLS, OKLAHOMA

WAVERLY SECTION OKLAHOMA CITY

KENILWORTH

ROAD

Scale: 1"=100'

Not included in This Plat

Note:

All lots shown on this plat except lots 28 to 36 incl. shall have a minimum side yard of 10' unless shown otherwise.

COUNTY
TREASURER'S
CERTIFICATE

I, W. T. "Bill" Hale, do hereby certify that I am duly elected, qualified and acting County Treasurer of the County of Oklahoma, and that the tax records of said County from 1954 to 1955, and prior years, are correct and true to the best of my knowledge and belief, and that I have required statutory examinations to be conducted in the office of the County Treasurer, commencing on the first day of January, 1956, and continuing annually thereafter.

IN WITNESS WHEREOF, said County Treasurer, I have signed this instrument to be executed at Oklahoma City, Oklahoma, on the 20th day of DECEMBER, 1955.

W. T. "Bill" Hale, County Treasurer
By: *[Signature]*
Chas. H. Hays

HIGHLAND VIEW ADDN ANEENED
AVE.
PENNINGTON'S NICHOLS HILLS ADDN
WAVERLY
DRIVE

OWNER'S CERTIFICATE & DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That Carter-Ramsey, Incorporated, an Oklahoma corporation, and J. W. Coyle, Enterprises, a limited partnership, do hereby certify that they are the owners of and the only corporations or partnerships, partnerships or limited partnerships, person or persons, having any rights, interests or claims in the property contained in and included in the annexed plat and have caused said plat to be surveyed and plotted into lots, streets and easements as shown on the annexed plat, which said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of said land under the name of Buttram Estates, Section to Nichols Hills. The undersigned do hereby further certify that they are the respective owners of the property contained in the annexed plat and do hereby dedicate all streets and easements shown on said plat to the use of the public for public highways, streets and utility easements for telephone, mail, water and sewage purposes and have caused the same to be released from any and all encumbrances so that title is clear. The release, covenants and limitations for the development of this plat are set out on 7 sheets of typewritten paper, dated the 12th day of October, 1955, which will be filed separately.

WITNESS our hands and official seals this 20th day of DECEMBER, 1955.

ATTEST:

Secretary

ATTEST:

Notary Public

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA: S.S. On this 19th day of December, 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared *[Signature]* to me known to be the identical person who subscribed the name of the motor vehicle to the within and foregoing instrument as its 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: Jan. 15, 1956

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA: S.S. On this 20th day of December, 1955, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared *[Signature]* to me known to be the identical person who subscribed the name of the motor vehicle to the within and foregoing instrument as its 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: Jan. 15, 1956

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified and lawfully bonded Abstracter of Titles in and for Oklahoma County, State of Oklahoma, hereby certifies that the records of said County show that the 11th day of the month of May, 1955, the annexed Plat of Buttram Estates Section to Nichols Hills, Oklahoma, in and for the County and State aforesaid, was duly recorded in the public records of said County, and that on the 13th day of December, 1955, there are no actions pending or judgments of any nature in any court on file with any Clerk of any Court in said County and State against said land or the vendors thereof; that no outstanding tax sales certificates are against said land and that no deeds are issued to any person that there are no liens, mortgages, or other encumbrances of any kind against the land included within the annexed Plat.

IN WITNESS WHEREOF, said bonded abstracter has caused this instrument to be executed in Oklahoma County, Oklahoma, on this 13th day of December, 1955.

ATTEST:

Notary Public

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA: S.S. Before me, the undersigned, a Notary Public in and for said County and State, on this 20th day of December, 1955, personally appeared *[Signature]* to me known to be the identical person who subscribed the name of the motor vehicle 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 7, 1956

ENGINEER'S CERTIFICATE

I, ROSS PHILLIPS, a Licensed Professional Engineer, hereby certify that the Annexed Map or Plat of Buttram Estates Section to Nichols Hills, Oklahoma, correctly represents an accurate survey thereof made under my supervision and that the monuments shown thereon, including their respective positions and capacity shown, are correct.

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA: S.S. Before me, the undersigned, a Notary Public, in and for said County and State, on this 13th day of December, 1955, personally appeared Ross Phillips, 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: Jan. 15, 1956

TOWN PLANNING COMMISSION APPROVAL

I, Roy C. Lytle, Secretary of the Town Planning Commission of the Town of Nichols Hills in Oklahoma County, State of Oklahoma, do hereby certify that said Town Planning Commission duly approved the Annexed Plat of Buttram Estates Section to Nichols Hills, Oklahoma, on the 14th day of December, 1955.

APPROVAL OF BOARD OF TRUSTEES OF TOWN OF NICHOLS HILLS

I, G. R. Bister, Town Clerk and ex-officio Secretary of the Board of Trustees of the Town of Nichols Hills, Oklahoma County, State of Oklahoma, do hereby certify that the Board of Trustees of the Town of Nichols Hills duly approved the Annexed Plat of Buttram Estates Section to Nichols Hills, Oklahoma, on the 14th day of December, 1955.

PHILLIPS & STONG ENGINEERING CO.
2832 Wilshire Blvd. Oklahoma City, Okla.

EXHIBIT 6

A RESUBDIVISION OF LOTS 2, 4, 5 & 6, BLOCK 86, NICHOLS HILLS OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That we, Laura Ambrose Long, Kermit J. Hardwick, Orba Greenwood and Ray C. Lytle, co-trustees under the Will of Della D. Brown, Deceased, and co-trustees under the Will of Della D. Brown, Deceased, do hereby certify that we are the owners of and the only persons who have any right, title, or interest in the lands shown and described on the annexed map of "A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma," and that we have heretofore and do hereby dedicate to the public use all of the streets, alleys, parks or other lands so shown on said map, and that we hereby guarantee a clear title to the land so dedicated, from claims, our heirs or assigns forever, and have caused the same to be recorded from all incumbrances, so that the title is clear except as shown in the Bordered Abstractor's Certificate on said plot.

Laura Ambrose Long
Kermit J. Hardwick
Orba Greenwood
Ray C. Lytle

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day of May, 1968, personally appeared Laura Ambrose Long, Kermit J. Hardwick, Orba Greenwood and Ray C. Lytle, as executors and co-trustees under the Will of Della D. Brown, deceased, 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, as executors, for the uses and purposes therein set forth.

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

My Commission Expires: 7-7-68

Wanda J. Smith
Notary Public

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
Before me, the undersigned, a Notary Public, in and for said County and State on this 11th day of May, 1968, personally appeared Laura Ambrose Long, Kermit J. Hardwick, Orba Greenwood and Ray C. Lytle, as executors and co-trustees under the Will of Della D. Brown, deceased, 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, as executors, for the uses and purposes therein set forth.

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

My Commission Expires: 7-7-68

Wanda J. Smith
Notary Public

ENGINEER'S CERTIFICATE

I, E. D. Hill, Jr., a Registered Professional Engineer and County Surveyor of Oklahoma County, Oklahoma, do hereby certify that the annexed map of "A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma," correctly represents an accurate survey made under my supervision and that the monuments shown thereon actually exist and their positions are correctly shown.

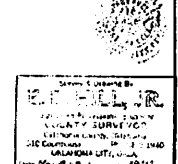
E. D. Hill, Jr.
Reg. Prof. Eng.

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
Before me, the undersigned, a Notary Public in and for said County and State on this 8th day of May, 1968, personally appeared E. D. Hill, 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.

Witness my hand and seal the day and year last above written.

My Commission Expires: 7-23-70.

Wanda J. Smith
Notary Public



Scale: 1"=50'

• = Denotes Properly Corner Monument

COUNTY TREASURER'S CERTIFICATE

I, Jack Brockwell, do hereby certify that I am the duly elected and acting County Treasurer of Oklahoma County, Oklahoma, and that the records show all taxes due and paid for the year 1967, and all prior years on the lands shown on the annexed map of "A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma," and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes in fullness thereof and said County Treasurer has caused this instrument to be recorded in Oklahoma County, Oklahoma on this 17th day of June, 1968.

Jack Brockwell - County Treasurer
By: [Signature]
Chief Deputy

CITY ENGINEER'S CERTIFICATE

I, Robert F. Long, City Engineer of the City of Nichols Hills, State of Oklahoma, hereby certify that I have examined the land annexed within the subdivision as shown on the annexed map; that it is suitable for residence or business purposes; that the land dedicated to the public use is of correct dimension and that the improvements of the same will not be an undue burden on the public treasury.

Robert F. Long
City Engineer

CITY PLANNING COMMISSION APPROVAL

I, Fred Litchfield, Chairman of the City Planning Commission of the City of Nichols Hills, Oklahoma County, Oklahoma, do hereby certify that the said City Planning Commission fully approved the annexed map of "A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma," on the 2nd day of May, 1968.

Fred Litchfield
Chairman

CERTIFICATE OF BORDERED ABSTRACTOR

I, [Signature], a duly qualified and lawfully bonded abstractor of titles in and for the State of Oklahoma, hereby certify that the records of the County of Oklahoma, State of Oklahoma, show that the lands shown on the annexed map of "A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma," vested in Laura Ambrose Long, Kermit J. Hardwick, Orba Greenwood and Ray C. Lytle, co-trustees under the Will of Della D. Brown, Deceased, and co-trustees under the Will of Della D. Brown, Deceased, on the 11th day of May, 1968, there are no actions pending or judgments against any natural or on life with the clerk of any court, in said County and State, against said lands, or due or unpaid, no tax sales unrequired, no judgments given, no personal taxes against the said owners due or unpaid, and that there are no liens, mortgages or encumbrances of any kind against the said lands.

SOUTHWEST TITLE & TRUST CO INC
By: [Signature] Secretary
By: [Signature] Vice-President

CITY COUNCIL APPROVAL

I, Ray Devers, City Clerk of the City of Nichols Hills, Oklahoma County, Oklahoma, hereby certify that the annexed map of "A Resubdivision of Lots 2, 4, 5 & 6, Block 86, Nichols Hills, Oklahoma County, Oklahoma," was duly approved by the Council of the City of Nichols Hills on the 11th day of June, 1968, and that I 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 deferred payments or unmaturing installments upon special assessments have been paid in full and that there is no appeal assessment procedure now pending against the land, as shown on the annexed map, on this 11th day of June, 1968.

[Signature]
City Clerk

EXHIBIT 7

Section 3

BUTTRAM ESTATES

Section 10 Nichols Hills, Oklahoma
A Subdivision of a Part of Block 84, Nichols Hills, Oklahoma
Pt. 5W 1/4 Sec. 32, T15N, R3W
OKLAHOMA COUNTY, OKLA.

DONOR'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That MERLE E. BUTTRAM and DORSEY BUTTRAM, co-executors of the Estate of FRANK BUTTRAM, deceased, and MERLE E. BUTTRAM, an individual, do hereby certify that they are the owners of and the only persons, corporation, partnership, or limited partnership having any right, title or interest in and to the land shown on the annexed plat of SECTION 3, BUTTRAM ESTATES SECTION 10 NICHOLS HILLS, and have caused said premises to be surveyed and platted into lots, streets, and easements as shown on said annexed plat, which said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of said land under the name of SECTION 3, BUTTRAM ESTATES SECTION 10 NICHOLS HILLS.

The undersigned do hereby further certify that they are the owners of all the property contained and included in the above mentioned annexed plat and do hereby dedicate all streets and easements on said plat to the use of the public as streets and utility easements for themselves, their heirs, or assigns forever, and have caused the same to be released from any and all encumbrances so that title is clear, except as shown in the BONDED ABSTRACTER'S CERTIFICATE on said plat.

WITNESS my hand this 1st day of June, 1970.

CO-EXECUTORS OF THE ESTATE OF FRANK BUTTRAM, DECEASED
Merle E. Buttram Dorsey Buttram
Merle E. Buttram Dorsey Buttram

AN INDIVIDUAL

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of June, 1970, personally appeared MERLE E. BUTTRAM and DORSEY BUTTRAM, as co-executors of the Estate of FRANK BUTTRAM, deceased, and MERLE E. BUTTRAM, an individual, to be 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 Feb. 23, 1975

Notary Public

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstractor in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of SECTION 3, BUTTRAM ESTATES SECTION 10 NICHOLS HILLS is vested in MERLE E. BUTTRAM and DORSEY BUTTRAM, co-executors of the Estate of FRANK BUTTRAM, deceased, and MERLE E. BUTTRAM, an individual, on the 1st day of June, 1970, unencumbered by pending actions, judgments, liens, mortgages, taxes or other encumbrances, except mineral co-ventures or leasehold interests, easements, and restrictions of record.

Executed this 1st day of June, 1970.

ATTEST:
By *John C. Lusk*
Abstracter Secretary

AMERICAN FIRST TITLE & TRUST COMPANY

COUNTY TREASURER'S CERTIFICATE

I, JACK BLACKWELL, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, Oklahoma, and that the tax records of said County show no taxes due said year 1970 and all prior years on the land shown on the annexed plat of SECTION 3, BUTTRAM ESTATES SECTION 10 NICHOLS HILLS; that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma County, Oklahoma, on this 1st day of June, 1970.

JACK BLACKWELL, County Treasurer

By *John C. Lusk*

SURVEYOR'S CERTIFICATE

I, MENDALL R. PHILLIPS, Registered Land Surveyor in the State of Oklahoma, hereby certify that the annexed plat of SECTION 3, BUTTRAM ESTATES SECTION 10 NICHOLS HILLS correctly represents an accurate survey made under my supervision and that the monuments shown thereon actually exist and their positions are correctly shown.

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 March, 1970, personally appeared MENDALL R. PHILLIPS, to be 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.

WITNESS my hand and notarial seal the day and year last above written.

My Commission Expires March 3, 1976.

Mendall R. Phillips
Mendall R. Phillips, L.S. No. 370

J. M. [Signature]
Notary Public

CITY ENGINEER'S CERTIFICATE

I, ROBERT F. LONG, City Engineer and the City of Nichols Hills, State of Oklahoma, hereby certify that I have examined the land annexed within the subdivision as shown on the annexed plat, that it is suitable for residences, that the land dedicated to the public use is of correct dimensions, and that the improvements of the same will not be an undue burden on the public treasury.

Robert F. Long
City Engineer

CITY PLANNING COMMISSION APPROVAL

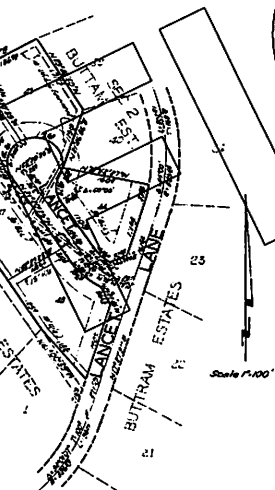
I, FRED LICHTENHELD, Chairman of the City Planning Commission of the City of Nichols Hills, Oklahoma County, Oklahoma, do hereby certify that the said Planning Commission duly approved the annexed plat of SECTION 3, BUTTRAM ESTATES SECTION 10 NICHOLS HILLS, on the 14th day of July, 1970.

Fred Lichtenheld
Chairman

CITY COUNCIL APPROVAL

I, ROY DEYEN, City Clerk of the City of Nichols Hills, Oklahoma County, Oklahoma, hereby certify that the annexed plat of SECTION 3, BUTTRAM ESTATES SECTION 10 NICHOLS HILLS was duly approved by the Council of the City of Nichols Hills on the 14th day of July, 1970 and that I 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 on plat, and I have examined the records of said City, and all deferred payments on unperfected installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land as shown on the annexed plat on this 14th day of July, 1970.

Roy Deyen
City Clerk



Plat By PHILLIPS & STONE ENGINEERING CO.
2832 Wilshire Blvd. Okla City, Okla.

42/68

EXHIBIT 8

FEB-1-72 05516

REPLAT OF LOT 4 BLOCK 35 NICHOLS HILLS TO NICHOLS HILLS OKLAHOMA PART OF THE N.W. 1/4 SEC. 5, T.12N R.3W, 1.M

OWNERS' CERTIFICATE AND DECLARATION

KNOW ALL MEN BY THESE PRESENTS:
That H. L. PARISH and Louise H. Parish, husband and wife, do hereby certify that we are the owners of and the only persons who have any right, title or interest in the lands shown and described in the annexed map of "REPLAT OF LOT 4, BLOCK 35, NICHOLS HILLS" to Nichols Hills, Oklahoma County, Oklahoma, that said map is a correct survey of said property made with our consent; that we hereby dedicate to the public use all of the streets, alleys, parks or other land so shown on said map, that we do hereby guarantee a clear title to the land to be released 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 Bonded Abstractor's Certificate on said plat.

THE STATE OF OKLAHOMA } ss
COUNTY OF OKLAHOMA }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 10 day of September, 1971, personally appeared H. L. PARISH and Louise H. PARISH, 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.

GIVEN under my hand and seal this day and year last above written.

My commission expires:

Sept. 10, 1973

Notary Public

Notary Public

CERTIFICATE OF BOND ABSTRACTOR

The undersigned, a duly qualified and lawfully bonded Abstractor of Titles in and for the State of Oklahoma, hereby certify that the records of the County of Oklahoma and the State of Oklahoma, now that I have the land shown in the annexed map of "REPLAT OF LOT 4, BLOCK 35, NICHOLS HILLS" to Nichols Hills, Oklahoma County, Oklahoma, is vested in H. L. PARISH and Louise H. PARISH, husband and wife, and that on this day of September, 1971, there are no actions pending or judgments or decrees in said County, or in any Court, in said County or State, against said lands, or due or unpaid, no tax liens undischarged, no tax liens given, no personal taxes against the said owners due or unpaid, and that there are no liens, mortgages or encumbrances of any kind against the said land, except as shown on the right-of-way of record.

Abstractor of Titles & Trust Co.

By: Donald J. Deal

Vice President

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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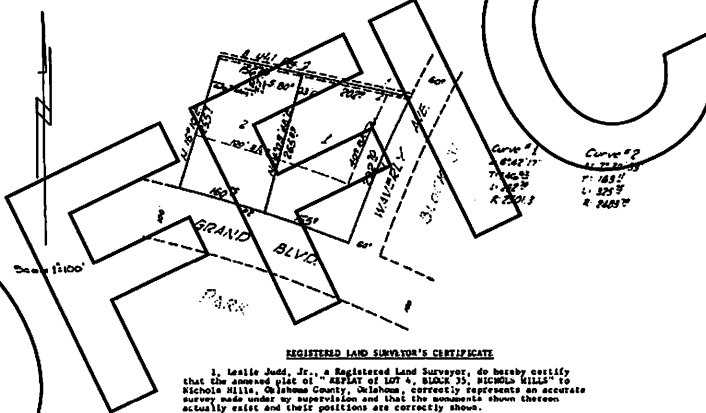
Notary Public

Notary Public

Notary Public

Notary Public

Notary Public



REGISTERED LAND SURVEYOR'S CERTIFICATE

I, Leslie Judd, Jr., a Registered Land Surveyor, do hereby certify that the annexed plat of "REPLAT OF LOT 4, BLOCK 35, NICHOLS HILLS" to Nichols Hills, Oklahoma County, Oklahoma, correctly represents an accurate survey made under my supervision and that the monuments shown thereon actually exist and their positions are correctly shown.

THE STATE OF OKLAHOMA } ss
COUNTY OF OKLAHOMA }

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 10 day of September, 1971, personally appeared Leslie Judd, 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.

WITNESS my hand and seal this day and year last above written.

My commission expires:

September 30, 1973

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

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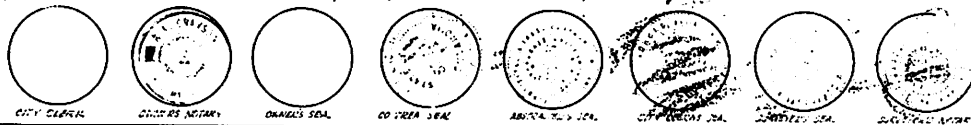
Notary Public

CITY PLANNING COMMISSION APPROVAL
I, Bert T. Wood, Chairman of the City Planning Commission of Nichols Hills, Oklahoma County, Oklahoma, do hereby certify that the said City Planning Commission duly approved the annexed map of "REPLAT OF LOT 4, BLOCK 35, NICHOLS HILLS" to Nichols Hills, Oklahoma County, Oklahoma, on the 11 day of December, 1971.

CITY COUNCIL APPROVAL
I, Roy Devero, City Clerk of the City of Nichols Hills, Oklahoma County, Oklahoma, do hereby certify that the annexed map of "REPLAT OF LOT 4, BLOCK 35, NICHOLS HILLS" to Nichols Hills, Oklahoma County, Oklahoma, was duly approved by the Council of the City of Nichols Hills on the 11 day of December, 1971, and that I was authorized to endorse between 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 deferred payments or unsecured installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land as shown on the annexed map, on this 16 day of December, 1971.

CITY ENGINEER'S CERTIFICATE
I, Robert F. Lewis, City Engineer of the City of Nichols Hills, Oklahoma County, Oklahoma, do hereby certify that I have examined the land shown within the subdivision as shown on the annexed map, that it is suitable for residential purposes only, that the land dedicated to the public use is of correct dimension and that the improvements of the same will not be an undue burden on the public treasury.

COUNTY TREASURER'S CERTIFICATE
I, Jack D. Dwyer, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, Oklahoma, that the tax records show all taxes are paid for the year 1971 and all prior years on the land shown on the annexed plat of "REPLAT OF LOT 4, BLOCK 35, NICHOLS HILLS" to Nichols Hills, Oklahoma County, Oklahoma, that the required statutory security has been deposited in the Office of the County Treasurer guaranteeing payment of the current year's taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed in Oklahoma County, Oklahoma, on this 27 day of January, 1972.



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EXHIBIT 9

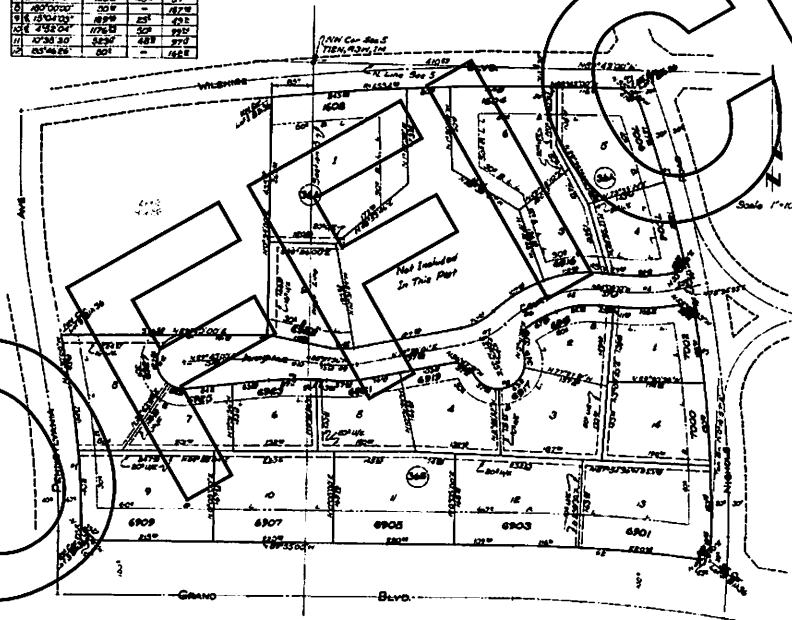
143-25-93 20319

BLOCKS 36A & 36B

NICHOLS HILLS OKLAHOMA COUNTY OKLA.

A REPLAT OF PART OF LOT 1 AND ALL OF LOT 3,
BLOCK 36, NICHOLS HILLS, OKLAHOMA

CURVE DATA			
1	10° 25' 00"	157.63	1047.27
2	8° 00' 00"	255.50	181.3
3	8° 00' 00"	255.50	181.3
4	17° 45' 00"	342.00	201.9
5	22° 34' 24"	186.15	504.97
6	27° 00' 00"	200.00	298.33
7	18° 38' 17"	150.00	451.67
8	40° 00' 00"	50.00	187.00
9	18° 04' 00"	89.00	251.2
10	45° 00' 00"	170.00	50.00
11	10° 30' 00"	52.50	488.27
12	85° 48' 00"	604.00	168.0



OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN-FIRST TITLE & TRUST CO., an Oklahoma Corporation, does hereby certify that it is the owner of and the only corporation, person, or entity having any right, title or interest in and to the land shown on the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, Oklahoma County, Oklahoma, and has caused the said premises to be surveyed and platted into lots, streets, blocks and easements as shown on said annexed plat, which said annexed plat represents a correct survey of all property contained and included therein, and is hereby adopted as the plat of said land under the name of BLOCKS 36A AND 36B, in the City of Nichols Hills, Oklahoma County, Oklahoma. The undersigned does hereby further certify that it is the owner of all the property contained and included in said plat and does hereby dedicate all streets and easements on said plat to the use of the public as public streets and utility easements for itself, its successors and assigns forever, and has caused the same to be released from any and all encumbrances so that title is clear as to said streets and easements.

IN WITNESS WHEREOF, the undersigned has executed this instrument at Oklahoma City, Oklahoma, on this 18 day of March, 1973.

ATTEST: AMERICAN-FIRST TITLE & TRUST CO.

By *Richard M. Jones* By *B. B. Reid*
Vice-President Vice-President

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss
Before me, the undersigned, a Notary Public in and for said County and State, on this 18 day of March, 1973, personally appeared *D. B. Reid* to me known to be the identical person who subscribed the name of the maker thereof to the within foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes and as the free and voluntary act and deed of said Corporation.

WITNESS my hand and notarial seal the day and year last above written.
My Commission Expires the 19 day of August, 1974.

J. M. Montgomery
Notary Public

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, duly qualified abstractor in and for the County of Oklahoma, State of Oklahoma, does hereby certify that according to the records of said County, title to the land shown on the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, in Oklahoma County, Oklahoma, appears to be vested in the AMERICAN-FIRST TITLE & TRUST CO., an Oklahoma Corporation, on the 18 day of March 1973, unencumbered by pending actions, judgments, liens, mortgages, taxes or other encumbrances, except mineral conveyances or reservations, rights-of-way, easements and general mortgages of record.

ATTEST: AMERICAN-FIRST TITLE & TRUST CO.

By *Richard M. Jones* By *Ronald J. Reid*
Assistant Secretary Vice-President

COUNTY TREASURER'S CERTIFICATE

I, JACK BLACKWELL, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma; that the tax records of said County show all taxes are paid for the year 1972 and prior years on the land shown on the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, Oklahoma County, Oklahoma; and that the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current year's taxes.

IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma County, State of Oklahoma, on this 20 day of MARCH, 1973.

JACK BLACKWELL, County Treasurer
By *Marion Anderson*
Chief Deputy

CITY ENGINEER'S CERTIFICATE

I, ROBERT F. LONG, City Engineer for the City of Nichols Hills, Oklahoma, hereby certify that I have examined the land annexed within the resolution as shown on the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, that it is suitable for the purposes, that the land dedicated to the public use is of correct dimensions, and that the improvements of the same will not be an undue burden on the public treasury.

Robert F. Long
Robert F. Long, P.E.

CITY PLANNING COMMISSION APPROVAL

I, DEE T. MEAL, Chairman of the City Planning Commission of the City of Nichols Hills, Oklahoma County, Oklahoma, hereby certify that the said Planning Commission duly approved the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, on the 14 day of January, 1973.

Dee T. Meal
Dee T. Meal, Chairman

CITY COUNCIL APPROVAL

ROY W. DEVERO, City Clerk of the City of Nichols Hills, Oklahoma County, Oklahoma, do hereby certify that the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, was duly approved by the Council of the City of Nichols Hills on the 30 day of January, 1973, and that I was authorized to endorse herein the approval of said Council and the acceptance of all land dedicated to the public use as shown on said plat, and I have examined the records of said City and not deferred payments or unmet installments upon special assessments have been paid in full and that there is no special assessment procedure now pending against the land as shown on the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, on this 14 day of February, 1973.

Roy W. Devero
City Clerk

SURVEYOR'S CERTIFICATE

I, EVERT E. STONG, Registered Land Surveyor No. 226 in the State of Oklahoma, hereby certify that the annexed plat of BLOCKS 36A AND 36B, NICHOLS HILLS, correctly represents an accurate survey made under my supervision and that the monuments shown thereon actually exist and their positions are correctly shown.

Evert E. Stong
Evert E. Stong, Oklahoma L.S. #226

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss
Before me, the undersigned, a Notary Public in and for said County and State, on this 9th day of February, 1973, personally appeared EVERT E. STONG, 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.

WITNESS my hand and notarial seal the day and year last above written.
My Commission Expires the 3rd day of March, 1974.

D. M. Montgomery
Notary Public



Plat By *PHILLIPS & STONG ENGINEERING CO* Box K-44
2832 Wilshire Blvd. Okla City, Okla. Page 18

EXHIBIT 10

BLOCK 36 C

NICHOLS HILLS

OKLAHOMA COUNTY, OKLAHOMA

A REPLAT OF LOT 2
BLOCK 36, NICHOLS HILLS, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

Know All Men By These Presents: That Raul E. and Patricia A. Chanes owners as tenants in common, do hereby certify that they are the owners of and the only persons, corporation or entity having any right, title, or interest in and to the land shown on the annexed plat of Block 36 C, Nichols Hills, Oklahoma County, Oklahoma, and have caused the said premises to be surveyed and plotted into lots, as shown on said annexed plat, which said annexed plat represents a correct survey of all property contained and included therein, and is hereby accepted as the plat of said land under the name of Block 36 C in the City of Nichols Hills, Oklahoma County, Oklahoma. The undersigned does hereby further certify that they are the owners of all the property contained and included in said plat.

In witness whereof, the undersigned has executed this instrument at Oklahoma City, Oklahoma, on this 25th day of September, 1984.

Raul E. Chanes

Patricia A. Chanes

OWNER'S NOTARY

State of Oklahoma, ss
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of September, 1984, personally appeared Patricia A. Chanes, tenant in common, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

In witness my hand and notarial seal the day and year last above written.

Notary Public

My commission expires the 26th day of May 1985.

BONDED ABSTRACTOR'S CERTIFICATE

The Undersigned, duly qualified abstractor in and for the County of Oklahoma, State of Oklahoma, does hereby certify that according to the records of said County, title to the land shown on the annexed plat of Block 36 C, Nichols Hills, in Oklahoma County, Oklahoma, appears to be vested in Raul E. Chanes and Patricia A. Chanes, owners as tenants in common on the 21st of Dec. 1984, unencumbered by pending actions, judgments, liens, mortgages, taxes or other incumbrances, except mineral conveyances or reservations, rights-of-way, easements and general mortgages of record.

Attest:

By: *Debbie Little*
Assistant Secretary

By: *John Mee*
Vice President

COUNTY TREASURER'S CERTIFICATE

I, Joe B. Barnes, do hereby certify that I am the duly elected, qualified and acting County Treasurer of Oklahoma County, State of Oklahoma; that the tax records of said County show all taxes on paid for the year 1983 and prior years on the land shown on the annexed plat of Block 36 C, Nichols Hills, Oklahoma County, Oklahoma; and the required statutory security has been deposited in the office of the County Treasurer guaranteeing payment of the current years taxes.

In Witness Whereof, said County Treasurer has caused this instrument to be executed at Oklahoma City, Oklahoma, on this 27th day of December, 1984.

Joe B. Barnes, County Treasurer

By: *John Mee*
Chief Deputy

OWNER'S NOTARY

State of Oklahoma, ss
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of September, 1984, personally appeared Raul E. Chanes, tenant in common, to me known to be the identical person who subscribed the name of the maker thereof 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.

In witness my hand and notarial seal the day and year last above written.

My commission expires the 18th day of August 1985

Notary Public

SURVEYOR'S CERTIFICATE

I, E. D. Hill, Jr., a registered Land Surveyor in the State of Oklahoma, hereby certify that the annexed plat of Block 36 C, Nichols Hills, in Oklahoma County, correctly represents an accurate survey thereof, made under my supervision and that the monuments shown thereon actually exist and their positions are correctly shown.

E. D. Hill, Jr., Reg. Land Surveyor No. 13

State of Oklahoma, ss
County of Oklahoma

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of September, 1984, personally appeared E. D. Hill, 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.

In witness my hand and Notary seal the day and year last above written.

My commission expires: 8-15-86

Notary Public

CERTIFICATE OF CITY CLERK

I, Doug Henley, City Clerk of the City of Nichols Hills, hereby certify that I have examined the records of said City and find that all deferred payments on unmaturing installments upon special installments upon special assessments have been paid in full and that there are no special assessments now pending against the land shown on the annexed plat of Block 36 C in the City of Nichols Hills.

Signed by the City Clerk this 11th day of December 1984.

Doug Henley
City Clerk

ACCEPTANCE BY CITY COUNCIL

Be it resolved by the Council of the City of Nichols Hills that it has duly approved the final plat of Block 36 C in the City of Nichols Hills, Oklahoma.

Adopted by the Council of the City of Nichols Hills this 11th day of December 1984.

Approved by the Mayor of the City of Nichols Hills this 11th day of December 1984.

Attest: *Doug Henley*
City Clerk

John Mee, Mayor

PERMANENCY CERTIFICATE

I do hereby certify that this plat fulfills the permanency requirements of Oklahoma statutes.

E. D. Hill, Jr.

E. D. HILL
SURVEYING & ENGINEERING CO.
518 W. COLORADO DRIVE
OKLAHOMA CITY, OKLAHOMA TELE 405-232-2208



**AFFIDAVIT REGARDING
CORRECTION OF PLATS**

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Concerning the subdivision plat of *Business Section of Nichols Hills, Oklahoma County, Oklahoma*, filed of record on March 21, 1931, in Book 23 of Plats, Page 72 (the "Plat"), the property subject of the Plat is located in the SE/4 of Section 5, T12N, R3W of the Indian Meridian, Oklahoma County, Oklahoma. Due to the inclusion of an illegal discriminatory restrictive covenant, the Plat (and other Plats identified herein) shall be amended to redact, remove, and strike the following illegal discriminatory restrictive covenant (the "Discriminatory Language):

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African decent, commonly known as Negroes, and hereinafter called Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is held or owned by and for a person not a Negro.

Provided, further, any person not a Negro, who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any Mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

The Plat with the Discriminatory Language redacted, removed, and stricken is depicted on **Exhibit 1**, attached hereto and made a part hereof. There is no evidence that the Discriminatory Language contained in the Plat was ever voided or otherwise nullified by the Oklahoma County District

Court; therefore, such Discriminatory Language continues to run with the land. In addition, a portion of the real property subject of the Plat was subsequently amended by the *Amended Plat of Blocks A, B, C, D, E, 1, 2, 3 & 26, Nichols Hills, Oklahoma County, Oklahoma*, filed of record on May 15, 1933, in Book 23 of Plats, Page 49 (the "Amended Plat"). The real property subject of the Amended Plat is located entirely within the real property subject of the Plat. Furthermore, the Amended Plat separately contains the following Discriminatory Language:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever be in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvement thereon) any person of African decent, commonly known as Negroes, and hereinafter called Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided however, this reverter shall not effect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is held or owned by and for a person not a Negro.

Provided further any person not a Negro who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any Mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed, shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

Therefore, the Discriminatory Language contained in the Plat is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1. In addition, because the Discriminatory Language contained in the Plat continues to run with the land subject of the Amended Plat, and because separate Discriminatory Language is also contained in the Amended Plat, both sources of Discriminatory Language in the Amended Plat are hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1. The Discriminatory Language redacted, removed, and stricken from the Amended Plat is depicted on Exhibit 2, attached hereto and made a part hereof.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

EXHIBIT 1

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BUSINESS SECTION OF NICHOLS HILLS OKLAHOMA COUNTY, OKLAHOMA.



Owners Certificate and Dedication:

G. A. Nichols, of Oklahoma City, Oklahoma County, hereby certify that they are the owners of and the only owners who have any right, title or interest in the land shown on the annexed map of "NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA" (except a Mortgage held by William L. Bradford), and that the same is a plat of the following property in Oklahoma County, State of Oklahoma, to-wit:

Beginning at the Southeast (S. E.) corner of Section 4, Township 12 North, Range 3 West of the Indian Meridian; thence North along the East line of said Section 5, Township 12 North, Range 3 West, one thousand, one hundred and ninety-nine feet (1,199.25); thence South 89° 54' West for a distance of eight hundred one and one-half hundredths feet (801.05) to a point where said line intersects the center line of Avondale Drive; thence North 28° 29' West along said center line of Avondale Drive seven hundred thirty-four and five one-hundredths feet (734.50) to a point where said center line of Avondale Drive intersects the center line of Bedford Drive; thence as a curve, whose radius is seventeen thousand feet (17,000.0) and whose arc bears South 88° 10' West said arc being five hundred forty-eight and eight-tenths feet (548.8) long, to a point where said curve intersects the center line of the East Drive of Grand Boulevard; thence South 18° 59' East, said arc being four hundred seventy-six and two-tenths feet (476.2) long to a point where said curve corresponds to a curve whose radius is one thousand, one hundred forty-six feet (1,146.0); thence South 11° 11' East nine hundred five and ninety nine one-hundredths feet (905.99) to a point where said line intersects the South line of Section 5, Township 12 North, Range 3 West; thence North 89° 54' East along said South line of Section 5, Township 12 North, Range 3 West one thousand four hundred thirty-three and sixty eight one-hundredths feet (1,403.68) to point of beginning.

That we hereby dedicate to the public use all of the Streets, Avenues, Drives and Public Ways as shown on said map, that we do hereby guarantee a clear title to all lands so dedicated from ourselves, our heirs and assigns forever and have caused same to be released from all encumbrances so that the title is clear.

Restrictions:

1. Definition: By COMPANY is meant the owner of the property heretofore described and is the party platting and dedicating the property heretofore described.

It is the intention of the Company that the lots in this plat shall not be used for any purpose other than the use of a residence occupied by (1) the individual members of certain families by a service, or (2) the members of the same family (therein) any person of African descent, or (3) a Negro, or (4) a person of the same race as a Negro, or (5) a person of the same race as a Negro.

This is a restrictive clause in this dedication and upon the violation of said condition, the Company, its heirs or assigns, its successors or assigns, shall immediately notify the Company or its heirs or assigns, its successors or assigns, and take possession of said lot or lots as aforesaid, and shall cause the same to be sold at public auction, and the proceeds of said sale shall be used to pay the cost of the sale and the balance shall be paid to the owner of said lot or lots as aforesaid.

Provided, further, any person, not a Negro, who shall obtain a valid Sheriff's Deed to any lot in this plat shall be bound to the terms of said Mortgage Deed, and shall be bound to the same as to the possession of said property and for said Sheriff's Deed shall take the same free from all encumbrances existing prior to the date under which said Sheriff's Deed is issued, but shall be bound to the same as to the possession of said property and for said Sheriff's Deed shall take the same free from all encumbrances existing prior to the date under which said Sheriff's Deed is issued, but shall be bound to the same as to the possession of said property and for said Sheriff's Deed shall take the same free from all encumbrances existing prior to the date under which said Sheriff's Deed is issued.

Scale: 1"=100'
Note: Iron Pins shown thus *

BENHAM ENGINEERING CO.
CONSULTING ENGINEERS
KANSAS CITY, MO. - OKLAHOMA CITY, OKLA.

Sheet 1 of 2 Sheets

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BUSINESS SECTION

NICHOLS HILLS

OKLAHOMA COUNTY, OKLAHOMA

3. EASEMENTS RESERVED: The COMPANY reserves the right to fence, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as EASEMENTS, sewer or other pipe lines, conduits, poles and wires and any other method of conducting prefabricated any quasi-public utility or function, above, or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

Then where easements are provided along the rear of any lot or lots, then, and in that event, all sewer or other pipe lines, conduits, poles and wires belonging to any public or quasi-public utility or function, shall be placed on said easements.

4. TYPE OF ARCHITECTURE: The COMPANY hereby reserves the right to pass on and approve the type of architecture of the buildings to be erected on any lot or lots covered by this dedication.

5. BUILDING RESTRICTIONS: Blocks 1, 2, and 3 may be used for business purposes.

Lots 12 to 32 inclusive, Block 4 and all of Blocks 16 and 27 shall be used for the erection of buildings designed for use for business or residence purposes.

6. SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES: The construction or maintenance of billboards, or advertising signs or structures on any lot in said plat is prohibited, except those signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet, in size, unless with the written consent of the Company.

No tank for the storage of oil or other fluids may be maintained above the surface of the ground on any of the lots, without the consent, in writing, of the Company.

No permanent provision shall be made for the housing of poultry, swine or horses or other livestock on any lot within the corporate limits of the Company.

No trash, refuse or other refuse may be thrown or dumped on any vacant lot in the addition.

No building material of any kind or character shall be placed or stored upon the property, (except by special permit of the Company in writing) until the same is ready to be removed therefrom and then the material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the same and property line.

DURATION: All the restrictions herein set forth shall continue and be binding upon the COMPANY and upon its successors and assigns for a period of twenty-one years from September

1st, 1929 and shall automatically be extended thereafter for successive period of 10 years provided, however, that the owners of the fee simple title to the lots having more than fifty percent of the area of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restrictions created by deed from the COMPANY at the end of the first twenty-one year period or of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing, for such purposes and filing the same for record in the office of the County Clerk of Oklahoma County at least five years prior to the expiration of this first twenty-one year period, or of any ten year period thereafter.

8. RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the present owner, his successors and assigns and all parties claiming by, through or under it shall be taken on behalf, agreed and consent with the parties of said lots, his successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding upon any corporation, partner or person, except in respect to breaches committed during his life or their estate or title to said land, and the owner, or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitory or mandatory, to prevent the breach of or to enforce the observance of the restrictions shown set forth in this plat in any judicial proceeding for damages, and failure of the Company or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of his violation shall be no event be deemed to be a waiver or right to be so thereafter.

9. COMPANY'S RIGHT TO ASSIGN: The COMPANY, by appropriate instrument may assign or convey to any person, organization, or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment, by conveyance being made by grantee by grantee may as their special privilege, subject to such rights, reservations, easements and privileges as may be used or enjoyed at any time or times, in the same way, and manner as though directly reserved by them, or if, in this instrument.

IN WITNESS WHEREOF, the COMPANY has by authority of the Board of Directors caused this instrument to be executed by its President and its corporate seal, attested by its Secretary, to be hereunto attested this 17th day of March, 1931.

G. A. NICHOLS, INC.
ATTEST: By G. A. Nichols
President
J. M. Conner
Secretary

State of Oklahoma,
County of Oklahoma,

Before me, the undersigned, a Notary Public in and for said County and State on the 17th day of March, 1931, personally appeared G. A. Nichols to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument in its 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 official seal the day and year above set forth.

My commission expires July 15, 1933.
(Seal) J. M. Conner
Notary Public.

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned duly qualified and Bonded Abstractor of Titles in and for the State of Oklahoma, County of Oklahoma, hereby certifies that the records of the County of Oklahoma, in said State, show that the Title of the land shown on the annexed map of "Nichols Hills, Oklahoma County, Oklahoma," is vested in G. A. Nichols, Inc., and that on the 17th day of March, 1931, there were no actions 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 the year 1931, and prior years, and that no outstanding tax sale certificates are against said land, that no tax deeds are issued to any person, and that no liens, mortgages or encumbrances of any kind are held against the land described in said plat, (except a certain mortgage in favor of William L. Beahm dated August 10, 1928 and recorded in Book 301 of Mortgage page 574).

Signed and sealed at Oklahoma City, Okla., this 17th day of March, 1931.

THE AMERICAN FIRST TRUST
Attest: J. M. Conner
Secretary
(Seal)

State of Oklahoma,
County of Oklahoma,

Before me, the undersigned, a Notary Public in and for said County and State on the 17th day of March, 1931, personally appeared G. A. Nichols to me known to be the identical person who executed the within and foregoing instrument in its 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 official seal the day and year above set forth.

My commission expires April 17, 1933
(Seal) Shedd Foster
Notary Public.

SURVEYOR'S CERTIFICATE

I, Webster L. Beahm, the undersigned, do hereby certify that I am by profession a Civil Engineer and that the annexed map of "Nichols Hills, Oklahoma County, Oklahoma," consisting of 3 sheets, correctly represents a survey made under my supervision on the 17th day of March, 1931, and that all the monuments shown thereon actually exist.

State of Oklahoma,
County of Oklahoma,

Before me, the undersigned, a Notary Public in and for said County and State on the 17th day of March, 1931, personally appeared Webster L. Beahm, 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.

Witness my hand and official seal the day and year above set forth.

My commission expires July 15, 1933.
(Seal) J. M. Conner
Notary Public.

**AFFIDAVIT REGARDING
CORRECTION OF PLATS**

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Concerning the *Final Plat of Cumberland Court, being a replat of Lots 1-11 Block 4 and Cumberland Drive as shown on the Plat Nichols Hills, Oklahoma County, Oklahoma (also referred to as the Business Section of Nichols Hills, Oklahoma County, Oklahoma) recorded in Book 23 of Plats, Page 72 and being a replat of Lots 14-25 Block 5, and Cumberland Drive as shown on the recorded plat of Nichols Hills, Oklahoma County, Oklahoma, filed of record in Book 22 of Plats, Page 44, and being a Part of the SE/4, Sec. 5, T12N, R3W, I.M., an Addition to the City of Nichols Hills, Oklahoma County, Oklahoma, being filed of record on July 27, 2017, in Book 75 of Plats, Page 77 ("Plat")*, in the office of the Oklahoma County Clerk. The Plat is located, in part, within the real property subject of the final plat of *Nichols Hills, Oklahoma County, Oklahoma*, filed of record on October 8, 1929, in Book 22 of Plats, Page 44 ("*Nichols Hills*"), and in part, within the real property subject of the final plat of *Business Section of Nichols Hills, Oklahoma County, Oklahoma*, filed of record on March 21, 1931, in Book 23 of Plats, Page 72 ("*Business Section*"). A copy of the Plat, marked as **Exhibit 1**, is attached hereto and made a part hereof.

The final plat of *Nichols Hills* and the final plat of *Business Section* contain an illegal discriminatory restrictive covenant against certain races, the text of which varies somewhat between the two plats. Any reiteration of such an illegal discriminatory restrictive covenant against certain races is referenced herein as "Discriminatory Language". The Plat does not contain Discriminatory Language; however, there is no evidence that the Discriminatory Language contained in the final plat of *Nichols Hills* and the final plat of *Business Section* were ever voided or otherwise nullified by the Oklahoma County District Court; therefore, such Discriminatory Language continues to run with the land. Accordingly, the final plat of *Nichols Hills*, the final plat of *Business Section*, and the Plat shall be amended to redact, remove, and strike the Discriminatory Language.

With respect to the final plat of *Nichols Hills* the Discriminatory Language contained therein is as follows:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main

improvements thereon) any person of African decent, commonly known as Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by and for a person not a Negro.

Provided, further, any person not a negro who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any mortgage described above and shall obtain rightful and lawful possession of said property under said Sheriff's Deed, shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

With respect to the final plat of *Business Section* the Discriminatory Language contained therein is as follows:

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE: No lot or lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied by (except necessary occupancy of servants quarters by a servant employed by white occupant of the main improvements thereon) any person of African decent, commonly known as Negroes, and hereinafter called Negroes.

This is a reversion clause in this dedication and upon the violation of said condition, last above set out, the lot or lots and the improvements thereon shall immediately revert to the COMPANY or its assigns and it shall be entitled to immediately re-enter and take possession of said lot or lots and improvements thereon; provided, however, this reverter shall not affect the lien of any mortgage or deed of trust placed on any lot in said addition prior to the violation of the restriction in this clause if the same is placed thereon in good faith and so long as such lien is held or owned by and for a person not a Negro.

Provided, further, any person not a Negro, who shall obtain a valid Sheriff's Deed to any lot in said addition under the foreclosure of the lien of any Mortgage described above and shall obtain rightful and lawful possession of said property

under said Sheriff's Deed shall take the same free from any violation of this condition accruing prior to the sale under which said Sheriff's Deed is issued but shall, in all other things, take same subject to this condition and right of reverter.

Copies of the final plat of *Nichols Hills* and the final plat of *Business Section* with the Discriminatory Language redacted, removed, and stricken are respectively depicted on **Exhibit 2**, and **Exhibit 3**, both attached hereto and made a part hereof.

Therefore, any Discriminatory Language which affects the Plat is hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1. In addition, because the Discriminatory Language contained in the final plat of *Nichols Hills* and the final plat of *Business Section* continues to run with the land, both sources of Discriminatory Language are hereby amended and corrected by this certificate pursuant to the provisions of 11 O.S. § 42-106.1.

PASSED and ADOPTED by the Council of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

APPROVED by the Mayor of the City of Nichols Hills, Oklahoma, on the ____ day of _____, 2025.

CITY OF NICHOLS HILLS, OKLAHOMA

ATTEST:

City Clerk
[Seal]

Mayor

REVIEWED as to Form and Legality

City Attorney

STATE OF OKLAHOMA)
) ss:

COUNTY OF OKLAHOMA)

 This instrument was acknowledged before me on the _____ day of _____ 2025,
by _____, Mayor of the City of Nichols Hills, Oklahoma.

(Seal)

Notary Public
My Commission Expires: _____
Commission #: _____

EXHIBIT 1

FINAL PLAT

of

CUMBERLAND COURT

BEING A REPLAT OF LOTS 1-11 BLOCK 4 AND CUMBERLAND DRIVE AS SHOWN ON THE PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (ALSO REFERRED TO AS THE BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) RECORDED IN BOOK 23 OF PLATS, PAGE 72 AND BEING A REPLAT OF LOTS 14-25 BLOCK 5 AND CUMBERLAND DRIVE AS SHOWN ON THE RECORDED PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA RECORDED IN BOOK 22 OF PLATS, PAGE 44

BEING A PART OF THE SE1/4, SEC. 5, T12N, R3W, L1M.
AN ADDITION TO THE CITY OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA

OWNER'S CERTIFICATE AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS

The CUMBERLAND DRIVE, LLC, hereby certifies that they are the owner of, and the only persons, firm or companies having title or interest in and to the land shown on the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma. They have caused the same to be surveyed and plotted into lots, as shown on said Final Plat, which said Final Plat represents a correct survey of all property included therein under the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, being a part of the Southwest Quarter (SE1/4), Section Five (5), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, Oklahoma County, Oklahoma.

They further certify that they are the owners of and the only persons, firm or companies who have any right, title or interest to the land included in the above mentioned Final Plat, and they do hereby dedicate all street right-of-way and utility easements as shown on said Final Plat to the use of the public, for public streets, public drainage and public utilities for their heirs, executors, administrators, successors and assigns forever and have caused the same to be released from all encumbrances to be executed on this 23 day of June, 2017.

Signed by the Manager this 23 day of June, 2017.

CUMBERLAND DRIVE, LLC,
an Oklahoma limited liability company

Tony S. Day
Tony S. Day, Manager

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this 23 day of June, 2017, personally appeared Tony S. Day, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Manager, and duly 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 such company for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this 23 day of June, 2017.

My Commission Expires 2/28/19 B. D. D. D. D.
My Commission No. 11001735 Notary Public

CERTIFICATE OF PLANNING COMMISSION

I, John M. B. Calk, Chairman of the City of Nichols Hills Planning Commission, hereby certify that the City of Nichols Hills Planning Commission duly approved the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma at a meeting held on the 23 day of June, 2017.

CERTIFICATE OF CITY CLERK

I, John M. B. Calk, City Clerk of the City of Nichols Hills, Oklahoma County, Oklahoma, hereby certify that I have examined the records of said City and find that all required payments on unexpired instruments upon special assessment have been paid in full and that there are no special assessment proceedings now pending against the land shown on the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma.

Signed by the City Clerk this 11 day of July, 2017.

John M. B. Calk
John M. B. Calk, City Clerk

ACCEPTANCE OF DEDICATION BY CITY COUNCIL

Be it resolved by the Council of the City of Nichols Hills that the dedication shown on the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma is hereby accepted.

Applied by the Council of the City of Nichols Hills this 11 day of July, 2017.

Approved by the Mayor of the City of Nichols Hills this 11 day of July, 2017.

John M. B. Calk
City Clerk

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned, a duly qualified and lawfully bonded abstractor of title in and for Oklahoma County and the State of Oklahoma, hereby certify that the recorded said county show that the title to the land shown on the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma is vested in CUMBERLAND DRIVE, LLC, on the 23 day of June, 2017. There are no actions pending or threatened against any interest in any part of or on its title thereto, that the record is paid for the year 2018 and prior years, that there are no outstanding tax value certificates against said land and no tax delinquency issued to any person, that there are no liens or other encumbrances of any kind against the land included in the Final Plat, except mortgages, rights-of-way, easements, and mineral conveyances or interests.

In witness thereof, said Bonded Abstractor has caused this instrument to be executed this 12 day of July, 2017.

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public in and for said county and state on this 12 day of July, 2017, personally appeared Eric R. Otter, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and duly 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 such corporation for the uses and purposes therein set forth. Given under my hand and seal the day and year last above written.

Witness my hand and seal this 12 day of July, 2017.

My Commission Expires 9 June 2020
My Commission No. 16005657 Notary Public

COUNTY TREASURER'S CERTIFICATE

~~Robert R. Hume~~ No hereby certify that I am the duly qualified and acting County Treasurer for Oklahoma County and that the tax record of said county show that all taxes of the year 2018 and prior years are paid by the Final Plat of CUMBERLAND COURT, as recorded by the City of Nichols Hills, Oklahoma County, Oklahoma, and that the required statutory liability has been deposited in the office of the County Treasurer guaranteeing the current year's taxes.

In witness thereof said County Treasurer has caused this instrument to be executed this 23 day of June, 2017.

Robert R. Hume
County Treasurer

REGISTERED PROFESSIONAL LAND SURVEYOR'S CERTIFICATE

I, Robert R. Hume, a Professional Land Surveyor in the State of Oklahoma, do hereby certify that the Final Plat of CUMBERLAND COURT, an addition to the City of Nichols Hills, Oklahoma County, Oklahoma, consisting of 2 sheets, represents a careful survey made under my supervision on the 23 day of June, 2017, and that the plat of survey is an accurate representation of said survey and that all monuments shown hereon actually exist.

I further certify that this plat of survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Registration for Professional Engineers and Land Surveyors.

Witness my hand and seal this 23 day of June, 2017.

Robert R. Hume
Robert R. Hume, P.L.S. No. 1531

STATE OF OKLAHOMA SS
COUNTY OF OKLAHOMA

Before me, the undersigned, a notary public within and for said county and state, personally appeared Robert R. Hume, 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.

Witness my hand and seal this 23 day of June, 2017.

My Commission Expires 2/28/17 Karla Randall
My Commission No. 01009719 Notary Public

PROPERTY DESCRIPTION

A tract of land being a part of the Southwest Quarter (SE1/4) of Section Five (5), Township Twelve (12) North, Range Three (3) West of the Indian Meridian, City of Nichols Hills, Oklahoma County, Oklahoma, being more particularly described as follows:

Beginning at the Northwest (NW) Corner of Lot Thirty-two (32) Block Four (4) as shown on the recorded plat NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (also referred to as the BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) recorded in Book 23 of Plats, Page 72, said point being the POINT OF BEGINNING,

THENCE South 89°38'02" West, along with the North line of Lot Thirty-two (32) through Northeast (NE) and Lot Twelve (12) Block Four (4) as shown on said plat BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, a distance of 658.09 feet to the Northwest (NW) Corner of said Lot Twelve (12) Block Four (4), said point lying on the East right-of-way line of Arrowcreek Drive;

THENCE along with the East right-of-way line of Arrowcreek Drive on a non-tangent curve to the right having a radius of 788.00 feet, a chord bearing of North 22°12'28" West, a chord length of 42.32 feet and an arc length of 42.33 feet;

THENCE North 89°38'02" West, continuing along with the East right-of-way line of Arrowcreek Drive, a distance of 338.37 feet to the Southwest (SW) Corner of Lot Thirteen (13) Block Five (5) as shown on said plat NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA recorded in Book 22 of Plats, Page 44;

THENCE North 89°38'02" East, along with the South line of said Lot Thirteen (13) through One (1) Block Five (5) as shown on said plat NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA, a distance of 791.33 feet to the Southeast (SE) Corner of said Lot One (1) Block Five (5), said point lying on the West right-of-way line of Western Avenue;

THENCE South 07°07'07" West, along with the West right-of-way line of Western Avenue, a distance of 186.00 feet to the centerline of said Cumberland Drive;

THENCE South 07°07'07" West, along with the centerline of said Cumberland Drive, a distance of 2.00 feet;

THENCE South 07°07'07" West, along with the West right-of-way line of Western Avenue, a distance of 172.12 feet to the POINT OF BEGINNING.

Containing 256.493 square feet or 5.8333 acres, more or less.

This property description was prepared on the 1st day of February, 2018, by Robert R. Hume, Licensed Professional Surveyor, No. 1531.

FINAL PLAT
of

CUMBERLAND COURT

Johnson & Associates, Inc. WI
1100 Sherman Ave., Suite 200
Oklahoma City, OK 73104
505.555.5555 FAX 505.555.5555
Surveyors of Oklahoma County, Inc. Not Public Information
• Easements • Subdivisions • Placements •

OWNER'S NOTARY

CITY CLERK

ABSTRACTOR

ABSTRACTOR'S NOTARY

COUNTY TREASURER

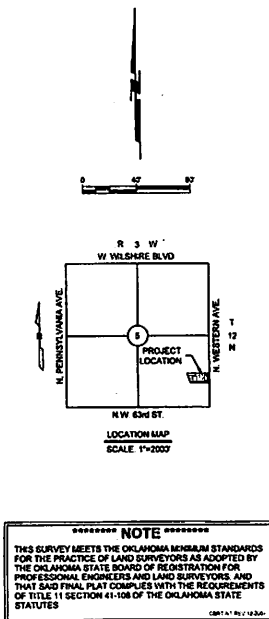
SURVEYOR

SURVEYOR'S NOTARY

FINAL PLAT of CUMBERLAND COURT

BEING A REPLAT OF LOTS 1-11 BLOCK 4 AND CUMBERLAND DRIVE AS SHOWN ON THE PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA (ALSO REFERRED TO AS THE BUSINESS SECTION OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA) RECORDED IN BOOK 23 OF PLATS, PAGE 72 AND BEING A REPLAT OF LOTS 14-25 BLOCK 5 AND CUMBERLAND DRIVE AS SHOWN ON THE RECORDED PLAT NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA RECORDED IN BOOK 22 OF PLATS, PAGE 44

BEING A PART OF THE SE 1/4, SEC. 5, T12N, R3W, I.M.
AN ADDITION TO THE CITY OF NICHOLS HILLS, OKLAHOMA COUNTY, OKLAHOMA



LEGEND
P.O.B. = POINT OF BEGINNING
P.O.B. = POINT OF BEGINNING
N.E. = NOT RACED
B.L. = BUILDING LINES
D & U.E. = DRAINAGE & UTILITY EASEMENT
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
N.A. = NICHOLS AVENUE ACCESS
C.A. = COMMON AREA

• DENOTES P.O.B. 60' OR MORE CAP STAMPED 1/4" UNLESS OTHERWISE NOTED
• DENOTES 60' OR MORE CAP STAMPED 1/4" UNLESS OTHERWISE NOTED
• DENOTES SET OUT NAIL IN 1/4" UNLESS OTHERWISE NOTED

Curve Table					
Curve #	Length	Radius	Tangent	Chord Length	Chord Direction
C1	42.32	789.00	21.17	42.32	N02°12'28"W

NICHOLS HILLS
BUSINESS SECTION
BK. 23, PG. 72

- NOTES**
1. A mandatory Property Owners Association is required.
 2. All common areas including guard house, island/median within street right-of-way, and internal landscaping with its irrigation system, shall be maintained by the Property Owners Association within CUMBERLAND COURT.
 3. A sidewalk shall be required on each lot where it fronts a local street in the addition as well as in the right of way adjacent to the west side of Lot 1, Block 2 and the east side of Lot 11, Block 2. The sidewalk will be required at the building permit stage and installed prior to the issuance of an Occupancy Certificate by the City of Nichols Hills.
 4. Building setbacks not shown on Cumberland Court Plat shall be required by the Cumberland Court Plat, Section 9.5.

FINAL PLAT
of
CUMBERLAND COURT

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
505.555.5555 FAX 505.555.5555
www.johnsonassoc.com The Best in Surveying
• SURVEYING • SUBSURFACE • PLANNING •

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NICHOLS HILLS
OKLAHOMA COUNTY, OKLA.

[illegible][illegible]

radius of 1148' and whose back-sight line has a bearing of N15° E5' W, thence along this curve to the left in the North-westerly direction a distance equal to 7178' to a point of compound curve, thence continuing along the curve to the right in the North-easterly direction a distance of 520' and a radius of 5154', a distance of 4778' to an intersection with a curve having a central angle of 102° and a radius of 17,000' and whose back-sight line has a bearing of S89° 55' E, thence along this curve a distance of 550' to an intersection with tangent bearing S25° 25' E, thence South and along this tangent a distance of 17,000', thence East 7889' to the point of beginning of the Section line, thence East 2187' to the point of place of beginning of the Section line.

We, C.A. Nichols Inc. a corporation do hereby guarantee and warrant title to the above described property and the same shall be held for ever heirs or assigns forever and have caused the same to be released from all encumbrances so that the title is clear.

We, C.A. Nichols Inc. a corporation, declares that the lands shown on the annexed plat, to-wit: all the Lots in Block 5, E 7, S 3, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, are both inclusive, Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, and all the Lots in Block 3, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,

Unit two includes the following described property:
Lots 20 to 27 both inclusive, Block 29; Lots 12 to 18 both inclusive,
Block 30; All lots in Block 31; Lots 7 to 14 both inclusive, Block 32; All lots
in Block 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 70; Lots 1 and 9, Block 71; Blocks
32, 33, 34, 35, 36 and 37.

The Company declares that the aforesaid lands shown on said plat, above referred to, namely, Lots 20 to 27, both inclusive, Block 29; Lots 2 to 18, both inclusive, Block 30; All lots in Block 31; Lots 7 to 14 both inclusive, Block 32; All lots in Blocks 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 70; Lots 1 and 6, Block 7; Blocks 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 81

DEFINITIONS: **B COMPANY** is meant the owner of the property heretofore described and is the party plotting and dedicating the property heretofore described.

CORNER LOT is one that abuts on more than one street. Any lot except a corner lot shall be deemed to front on the street which it abuts.

FRONT LOT is the lot adjoining the street on which it has the smaller dimension, except the lots special to the street. The owner of the Company shall designate in any deed conveying any Corner Lot hereafter made by it, the street on which said corner lot shall hereafter be considered as fronting.

lots 1 and 7, Block 34; lot 2, Block 35; lots 2 and 3, Block 38; lots 1, 2 and 3, Block 39; lots 7 and 8, Block 40; lots 1 and 3, Block 44; lots 5 and 9, Block 70; lots 1 and 3, Block 71; lots 1 and 12, Block 84; lot 12, Block 86; lot 7, Block 85 shall be deemed to front on both streets.
Lot 3, Block 36; lot 1, Block 36; lot 4, Block 38; lot 4, Block 41, shall be deemed to front on all streets.

[illegible]

The Company, in the deed to any Corner Lot, or at any time with the consent in writing of the holders of a majority of the shares, may designate a different street as the one upon which such lot shall be deemed to be located.

The street upon which a lot fronts as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word **STREET**, as used in these restrictions, shall include any street, drive, boulevard, road, lane, way, terrace or court as shown on the plots.

USE OF LAND: The lots shall be used for private residence purposes only. No store or business house, no gas, oil or automobile service station, and no lot, duplex or apartment house, nor any other structure intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to residences. Each dwelling house being detached and being designed for occupancy by a single family in the entirety.

HEIGHT AND MATERIALS: Any residence erected on any plot shall be a full, two-story residence. No residence other than a full, two-story residence may be erected with the approval of the Corporation.

The principal exterior material of any residence shall be of brick, stone or stucco, or some material satisfactory to the Company. Wood of a durable variety may be used, if the design of the building, character of construction and the quality of the workmanship of the Company, in writing, permit.

No house may be moved from any other locality onto any of the property herein described.

FRONTAGE: Every residence erected on any plot shall front or present a good frontage on the street or streets on which said plot fronts.
Houses on Corner Lots shall have a presentable front on both streets.
Every residence erected on any plot shall have appurtenance to it and not occupied by any other residence of least 125 feet of ground fronting on the street

shall have appurtenant lot and not occupied by any other residence the amount of ground as listed except that in a residence erected partially on two or more lots where the requirements differ the smaller frontage required shall govern.

all lots in Block 37, lots 16 and 17 both inclusive, and lots 9, 10, 15 and 16 inclusive, Block 34; all lots 1, 2, 3 and 5 to 8 both inclusive, Block 41; lots 16 and 17 in Block 42; Lots 16 and 17 in Block 43; lots 1, 2, 3, 10 and 11 inclusive, Block 40; lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807,

Lot 1, Block 34, 200 feet on peach street. (Measured to the intersection of the tangents of the radius in the corner.
Lot 7, Block 34, 900 feet on Wilshire Blvd. and 450 feet on all other streets.
Lot 2, Block 35, 200 feet on each street.
Lot 3, Block 35, 80 feet on Avondale Drive and 300 feet on Grand Blvd. Measurements to be taken to the intersection of the tangents of the radius in the corner.

Lot 1, Block 36, 400 feet on Nichols Road, 300 feet on Grand Blvd. and 200 feet on Wilshire Road.
Lots 2 and 3, Block 36, 250 feet on each street.
Lot 4, Block 38, 300 feet on Grand Blvd. and 350 feet on all other streets.
Lot 7, Block 38, 300 feet on Nichols Road and 250 feet on Drury Lane.

Lot 1, Block 39, 179 feet on Nichols Road and 200 feet on Drury Lane.
Lot 2, Block 39, 250 feet on each street measured to the intersection of
the tangents of the radius of the corner curve.
Lot 3, Block 39, 450 feet on all streets.

Lot 4, Block 41, might be reduced by cutting off a lot of not less than 175' foot frontage adjacent to lot 9 and a lot of not less than 200 feet frontage adjacent to lot 5 providing total frontage of the remaining lot be not less than 600 feet on all sides measured to the intersection of the tangents of the radius on the corner:

Lot 1, Block 44, 200 feet on each street.
 Lot 1, Block 45, 200 feet on each street.
 Lot 1, Block 70, 150 feet on each street.
 Lot 1, Block 71, 200 feet on each street.

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NICHOLS HILLS
OKLAHOMA COUNTY, OKLA.

UNIT TWO
(cont.)

Lot 5, Block 71, 200 feet on Wilshire Blvd and 125 feet on Croyden Road
 Lot 1, Block 81, 175 feet on each street
 Lot 12, Block 81, 175 feet on Wilshire Blvd and 200 feet on Waverly Ave.
 Lot 1, Block 82, 225 feet
 Lot 2, Block 82, 175 feet
 Lot 12, Block 82, 150 feet on each street
 Lot 7, Block 83, 250 feet on both streets

If the plot consists of one lot only and the frontage of such lot is less than 175 feet, then the minimum quantity of acres of its lot may be reduced, as applying to the lot in question, to the frontage of said lot.

RE-ARRANGING, SUB-DIVIDING OR RE-PLATTING: None of the blocks shall be re-subdivided or re-platted, nor shall the lots in any of the blocks herein be subdivided or re-platted, in order to create a new block, or to create a greater number of houses to be constructed in a block than there were lots originally platted in said block, if being the intention of the COMPANY to restrict this property so that a certain number of houses cannot be built in a block than there were lots originally platted in the block.

This provision does not apply to the following exceptions:

Lot 7 Block 34
 All of Block 35
 All of Block 36
 Lots 6 and 7 Block 81
 Lots 6 and 7 Block 82
 All of Blocks 84 and 85
 All of Blocks 86 and 87

And in these blocks the COMPANY reserves the right to replot, re-subdivide or change the number of lots in said lots and blocks.

[illegible]

no change must be made or if any which will bring the front of said street building line to the front of the building line, and the side building line, and the rear and terrace may extend beyond the front building line line not more than twelve feet, or beyond the side building line line not more than ten feet, bay or other windows, vestibules and storm ways, landings open to the street, and other windows, vestibules and storm ways, may extend beyond the side building line line not more than four feet beyond the side building line line, and the rear building line line not more than four feet beyond the front building line line. Steps may project higher than the level of the first floor may extend beyond the front or side building line line, by building line line as here used is meant the line of the building line of the lot on which the building is erected in accordance with the next preceding paragraph.

[illegible]

SET-BACK OF OUTBUILDINGS FROM STREETS: No outbuildings exclusive of cornices, spoutings, chimneys and purely ornamental projections shall be

erected or maintained on any of said lots nearer to the front street or the side street than the outbuilding line of the lot or lots on which such outbuilding is to be erected, as shown on said plat; provided, however, that the COMPANY shall have the right to alter the location of any such outbuilding at any time and at any time thereafter with the consent, in writing, of the owner of the fee simple title to such lot; and said outbuilding limit line or may change the outbuilding limit line of any lot at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or side street than the outbuilding line of the lot or lots on which such outbuilding is to be erected, as shown on said plat; and provided further that no change may be made of any line which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or side street than the outbuilding line of the lot or lots on which such outbuilding is to be erected, with the consent, in writing, of the then record owner of the fee simple title to the contiguous lot or lots which fronts or front lie the same street, or which will, when the lot or lots are combined with the lot or lots on which such outbuilding is to be erected, form the lot building limit, as shown on this plat without the consent in writing of the then owner of the fee simple title to the lot in the same block which adjoins the same street.

Every outbuilding erected or hereinafter erected on any of said lots shall, unless the COMPANY shall have consent in writing, correspond in style and appearance to the style and appearance of the outbuilding and shall be of the same exterior material as such residence, and shall be of the same

OUTBUILDING REGULATIONS: No outbuildings, exclusive of

[illegible]

COMPANY'S JUDGMENT CONCLUSIVE: The COMPANY shall in all cases

COMPANY'S JUDGMENT CONCLUSIVE: The COMPANY shall in all cases have the right to say and determine which are the front streets, side streets, rear and side property lines of any plot, and also the amount of the east back from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on

REQUIRED COST OF RESIDENCES: Any residence erected wholly or partially on any of said lots, or part or parts thereof, shall cost not less than the amount listed below:

Account	Block	Low	High	Low	High	Both inclusive	2 story	1 story	Value
Block 29	Lo	1	2	1	2	both inclusive	2 story	1 story	\$12,500.00
Block 30	Lo	20	27	20	27	both inclusive	2 story	1 story	\$15,000.00
Block 31	Lo	1	2	1	2	both inclusive	2 story	1 story	\$15,000.00
Block 32	Lo	1	2	1	2	both inclusive	2 story	1 story	\$15,000.00
Block 33	Lo	7	14	7	14	both inclusive	2 story	1 story	\$15,000.00
Block 34	Lo	6	8	6	8	both inclusive	2 story	1 story	\$20,000.00
Block 34	Lo	1	11	1	11	both inclusive	2 story	1 story	\$20,000.00
Block 34	Lo	7	7	7	7	both inclusive	2 story	1 story	\$60,000.00
Block 34	Lo	1	10	1	10	both inclusive	2 story	1 story	\$25,000.00
Block 34	Lo	11	11	11	11	both inclusive	2 story	1 story	\$20,000.00
Block 35	Lo	1	1	1	1	both inclusive	2 story	1 story	\$15,000.00
Block 35	Lo	2	3	2	3	both inclusive	2 story	1 story	\$40,000.00
Block 35	Lo	1	3	1	3	both inclusive	2 story	1 story	\$50,000.00

Block 35	Lots 2 and 3	\$10,000.00
Block 37	Lots 1 & 10 both inclusive	\$12,000.00
Block 38	Lot 5	\$25,000.00
Block 39	Lots 1 & 4 both inclusive and lots 6 and 7	\$12,000.00
Block 39	Lots 11 & 3 both inclusive	\$40,000.00
Block 40	Lots 1 to 6 both inclusive	\$20,000.00
Block 40	Lot 6	\$5,000.00
Block 40	Lot 6	\$40,000.00
Block 40	Lots 9 to 13 both inclusive	\$12,000.00
Block 40	Lots 14 to 21 both inclusive	\$20,000.00
Block 41	Lots 5 to 8 both inclusive	\$20,000.00
Block 42	Lot 1	\$15,000.00
Block 42	Lots 1 to 11 both inclusive	2 story \$15,000.00
Block 43	Lots 1 to 9 both inclusive	2 story \$15,000.00
Block 43	Lots 1 to 11 both inclusive	2 story \$15,000.00
Block 70	Lot 1	\$10,000.00
Block 70	Lots 2 to 6 both inclusive	\$10,000.00
Block 70	Lot 9	\$15,000.00
Block 81	Lots 4 & 5 both inclusive	\$70,000.00
Block 81	Lots 6 to 12 both inclusive	\$70,000.00
Block 81	Lot 7	\$20,000.00
Block 82	Lots 12, 11 & 12	\$10,000.00
Block 82	Lots 9, 8, 5, 9 & 10	\$20,000.00
Block 82	Lot 1	\$50,000.00
Block 83	Lots 1 to 7 both inclusive	\$15,000.00
Block 83	Lots 1 to 16 both inclusive	\$50,000.00
Block 87	Lots 1 to 5 both inclusive	\$50,000.00

OWNERSHIP OR OCCUPANCY BY ANYONE OTHER THAN THE WHITE RACE. No lot or lots herein plotted shall ever in any manner be owned or held by or for the improvement herein occupied by except necessary occupants of the white quarters by a servant employed by white occupants of the town improvement herein) any person of African decent commonly known as Negroes or hereinafter called Negroes.

[illegible]

~~provided, further, that no person or firm shall obtain a valid~~
~~vacation deed as provided in said ordinance under the forfeiture of the ten per~~
~~cent deposit above and shall also forfeit all rights and interest in the vacation of~~
~~said lot.~~

EASEMENTS RESERVED: THE COMPANY reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the parcels indicated on the plat as EASEMENTS, sewer and other pipe lines, conduits, poles and wires and any other method of conducting or performing any quasi-public utility or function, above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

then, and in that event, all sewer or other pipe lines, conduits, poles and wires belonging to any public or quasi-public utility or function, shall be placed on said

The COMPANY shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of said property.

BOARD OF APPROVAL: There shall be created a Board of Approval to be

Section 10.03.01.01. Approval. There shall be created a board of approval to be composed of a Representative of the City of Portland, a Representative of the County of Multnomah, and a Representative of the City of Beaverton. The board shall be selected by the parties owning property in the addition and a third party to be selected by the two so selected and that no fences or walls around any of the properties herein described shall be commenced, erected or maintained, nor any extension or alteration of any fence or wall be constructed until the erect, construction or extension of such fence or wall shall have been approved in writing by the board of approval, and that in approving the building of any fence or wall, the board of approval shall take into consideration the utility of such fence or wall, the materials of which it is to be built, the site of the building, the harmony thereof with the surroundings, the effect of the construction on the adjacent property, and the extension thereof shall have upon the adjacent or neighboring property.

Sheet 2 of 14 Sheets

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

UNIT TWO

SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES: The construction or maintenance of billboards or advertising boards or structures on any lot in said plot is prohibited, except that signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size, unless with the written consent of the Company.

No tank for the storage of oil or other fluids may be maintained above the surface of the ground on any of the lots without the written consent of the Company.

No pergola or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of the building limit line without the consent in writing of the Company.

No permanent provision shall be made for the housing of poultry, cows or horses or other live stock on any lot without the consent in writing of the Company.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

No garage or outbuilding on any plot shall be used as a residence or living quarters except by servitude engaged on the premises, or except during construction of residence for a period of not exceeding six months.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements and then the material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

DURATIONS: All the restrictions herein set forth shall continue and be binding upon the COMPANY and upon its successors and assigns for a period of twenty-one years from September 1, 1920 and shall automatically be extended thereafter for successive periods of 10 years, provided, however, that the owners of the fee simple to the lots having thereon fifty percent of the area of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restrictions created by deed from the COMPANY at the end of the first twenty-one year period or of any successive ten-year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purposes, and filing the same for record in the office of the County Clerk of Oklahoma County, at least five years prior to the expiration of this first twenty-year period, or of any ten-year period thereafter.

RIGHT TO ENFORCE: The restrictions herein set forth shall run with the land and bind the present owner, its successors, and assigns, and all parties claiming by, through or under it shall be taken to hold, agree, and covenant with the owner of said lots, its successors, and assigns, and with each of them, to conform to and observe said restrictions, and to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its life, or their seizure of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Company or owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall, in no event, be deemed to be a waiver of right to do so thereafter.

COMPANY'S RIGHT TO ASSIGN: The Company, by appropriate instrument, may assign or convey to any person, organization or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance being made its assigns or grantees may of their own volition, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, the COMPANY has by authority of the Board of Directors caused this instrument to be executed by its President and its corporate seal, attested by its Secretary, to be hereunto affixed, this 5th day of October, 1920.

Attest:
Secretary

G.A. Nichols, Inc.
By: *G.A. Nichols*
President

SEAL

State of Oklahoma } ss.
County of Oklahoma }

Before me, the undersigned, a Notary Public, in and for said County and State on the 5th day of October, 1920, personally appeared G.A. Nichols to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its 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 official seal the day and year above set forth.
My commission expires July 15, 1925.

J.H. Koster
Notary Public

SEAL

BONDED ABSTRACTER'S CERTIFICATE

The undersigned duly qualified and Bonded Abstracter of Titles in and for the State of Oklahoma, County of Oklahoma hereby certify that the records of the County of Oklahoma, in said State, show that the title of the land shown on the annexed map of Nichols Hills, Unit Two, is vested in G.A. Nichols, Inc., and that on the 5th day of October, 1920, that there were no claims 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 the year 1920 and prior years, and that no outstanding tax sales certificates are against said land, that no tax deeds are issued to any person, and that there are no liens, mortgages or encumbrances of any kind against the land described in said plat.

Signed and Sealed at Oklahoma City, Oklahoma this 5th day of October, 1920.

Attest: *J.H. Koster* Secretary
By: *W.M. Main* Vice-President

State of Oklahoma } ss.
County of Oklahoma }

Before me, the undersigned, a Notary Public in and for said County and State on the 5th day of October, 1920, personally appeared *W.M. Main* 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 official seal the day and year above set forth.
My commission expires July 25, 1921.

J.H. Koster
Notary Public

SEAL

COUNTY ENGINEER'S CERTIFICATE

I, G.R. Murphey, County Engineer of Oklahoma County, State of Oklahoma hereby certify that I have examined the land included within the subdivision as shown on the annexed plat; that it is suitable for residence or business purposes; that the lands dedicated to the public are of correct dimensions and that the improvement of the same will not be an undue burden upon the public treasury.

G.R. Murphey
County Engineer.

SURVEYOR'S CERTIFICATE

I, Warren E. Moore, the undersigned do hereby certify that I am by profession a Civil Engineer and that the annexed map of Nichols Hills, Unit Two, consisting of sheets correctly represents a survey made under my supervision on the 5th day of October, 1920, and that all the monuments shown thereon actually exist.

Warren E. Moore
Civil Engineer

State of Oklahoma } ss.
County of Oklahoma }

Before me, the undersigned, a Notary Public in and for said County and State on the 5th day of October, 1920, personally appeared Warren E. Moore 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.

Witness my hand and official seal the day and year above set forth.
My commission expires July 25, 1921.

John A. Shook
Notary Public

SEAL

REGIONAL PLANNING COMMISSION CERTIFICATE

I, G.R. Murphey, Secretary of the Regional Planning Commission of the County of Oklahoma, State of Oklahoma, hereby certify that the said Planning Commission duly approved the annexed plat of Nichols Hills, Unit Two, on the 16th day of September, 1920.

G.R. Murphey
Secretary

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

UNIT ONE

Unit No. 1 includes the following described property:
All lots in Blocks 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, lots 1 to 6 both inclusive, Block 29; lots 1 to 11 both inclusive, Block 30; lots 1 to 6 both inclusive, Block 32, and all lots in Block 33.

RESERVATIONS, RESTRICTIONS & COVENANTS

The Company declares that the aforesaid lands shown on said plat above referred to, namely, - All lots in Blocks 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, lots 1 to 6 both inclusive, Block 29; lots 1 to 11 both inclusive, Block 30; lots 1 to 6 both inclusive, Block 32, and all lots in Block 33 are held and shall be conveyed subject to the reservations, restrictions, covenants and declarations hereinafter set forth as follows:

DEFINITIONS:- By COMPANY is meant the owner of the property hereinafter described and in the party platting and dedicating the property hereinafter described.

CORNER LOT:- is one that abuts on more than one street. Any lot except a corner lot shall be deemed to front on the street on which it has its smaller dimension, except the lots specifically mentioned below and except where the Company shall designate in any deed conveying any CORNER LOT, hereafter made by it, the street of which said CORNER LOT shall hereafter be considered as fronting.

Lot 11, Block 11; Lot 12, Block 15; Lot 9, Block 17; Lot 1 and 11, Block 18; Lot 15, 16 and 18, Block 21; Lot 9, 11 and 12, Block 22; Lot 12, Block 23; Lot 3, Block 24; Lot 4, Block 25; Lot 1 and 2, Block 30; and Lot 1, Block 32, shall be deemed to front on both streets.

Lot 3, Block 25 shall be deemed to front on all streets.

The COMPANY, in the deed to any CORNER LOT, or at any time with the consent in writing of the holder of the fee simple title thereto, may designate a different street as the one upon which such lot shall be deemed to front.

The street upon which a lot fronts, as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word STREET, as used in these restrictions, shall include any street, drive, boulevard, road, lane, way, terrace or court as shown on the plat.

USE OF LAND:- The lots shall be used for private residence purposes only. No store or business house, no gas, oil or automobile service station, and no flat, duplex or apartment house, though intended for residence purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling houses and such outbuildings as are customarily appurtenant to residences, each dwelling house being detached and being designed for occupancy by a single family in its entirety, except all the lots in Block 5 and lots 1 to 13 both inclusive and 15 to 25 both inclusive, Block 6 may be used for duplex houses.

MATERIAL:- The principal exterior material of any residence shall be of brick, stone or stucco on some material satisfactory to the COMPANY.

No house may be moved from any other locality onto the property herein described.

FRONTAGE:- Every residence erected on any plot shall front or present a good frontage on the street or streets on which said plot fronts. Houses on CORNER LOTS shall have a presentable frontage on both streets.

Every residence erected on any plot shall have an appurtenant lot and not occupied by any other residence of less than 65 feet of ground fronting on the street or streets on which the plot fronts, except as listed below.

Any residence erected wholly or partially on any of the lots listed below shall have an appurtenant lot to it and not occupied by any other residence (the amount of ground as listed, except that in a residence erected partially on two or more lots where the requirements of the smaller frontage shall govern).

Lots 1 and 25, Block 5; lots 1, 14 and 25, Block 6; Lots 1, 5 and 25, Block 7; Lots 1 and 25, Block 8; Lots 1 and 25, Block 9; Lots 1 and 25, Block 10; Lots 1, 5, 9, 13, 17, 21, 25, Block 11; Lots 1 and 25, Block 12; Lots 1 and 25, Block 13; Lot 1, Block 14; Lot 1, Block 15; Lot 1, Block 16; Lot 1, Block 17; Lot 1, Block 18; Lot 1, Block 19; Lot 1, Block 20; Lot 1, Block 21; Lot 1, Block 22; Lot 1, Block 23; Lot 1, Block 24; Lot 1, Block 25; Lot 1, Block 26; Lot 1, Block 27; Lot 1, Block 28; Lot 1, Block 29; Lot 1, Block 30; Lot 1, Block 31; Lot 1, Block 32; Lot 1, Block 33.

Lot 1, Block 5; Lot 1, Block 6; Lot 1, Block 7; Lot 1, Block 8; Lot 1, Block 9; Lot 1, Block 10; Lot 1, Block 11; Lot 1, Block 12; Lot 1, Block 13; Lot 1, Block 14; Lot 1, Block 15; Lot 1, Block 16; Lot 1, Block 17; Lot 1, Block 18; Lot 1, Block 19; Lot 1, Block 20; Lot 1, Block 21; Lot 1, Block 22; Lot 1, Block 23; Lot 1, Block 24; Lot 1, Block 25; Lot 1, Block 26; Lot 1, Block 27; Lot 1, Block 28; Lot 1, Block 29; Lot 1, Block 30; Lot 1, Block 31; Lot 1, Block 32; Lot 1, Block 33.

Lot 1, Block 11; Lot 14, Block 13; Lots 1 to 27 both inclusive, Block 18; Lot 10 to 14 both inclusive, Block 17; Lots 2, 3 and 4, Block 15; Lots 5, 6 and 11, Block 23 and Lots 1 to 10 both inclusive, Block 30, 75 feet.

Lot 12, Block 11; Lot 15, Block 12; Lot 23, Block 13; Lot 23, Block 15; Lot 7, Block 16; Lot 21, Block 22; Lot 2, Block 23; Lot 1, Block 23; Lot 1 and 6, Block 32 and Lots 5 and 6, Block 33, 100 feet.

Lots 1 to 6 both inclusive, Block 17; Lots 10, 12 and 13, Block 15; Lots 9 and 10, Block 16; Lot 10, Block 22; Lot 19, Block 23; Lot 2 to 5, both inclusive, Block 32, and Lots 2, 3 and 4, Block 33, 90 feet.

Lot 25, Block 14; Lots 6, 9 and 14, Block 18; Lots 6, 9, 11 and 13, Block 21 and Lot 7, Block 33, 125 feet.

Lot 11, Block 14, 200 feet on each street.

Lot 12, Block 11, 200 feet on each street.

Lot 9, Block 17, 200 feet on each street.

Lot 11, Block 18, 90 feet on Huntington Ave and 110 feet on Glenwood Ave.

Lot 15, Block 18, 115 feet on Huntington Ave and 75 feet on Glenwood Ave.

Lot 1, Block 23, 90 feet on each street.

Lots 1 and 2, Block 24, 200 feet on each street.

Lot 3, Block 25, 115 feet on Huntington Ave and 175 feet on Trenton Road.

Lot 11, Block 22, 100 feet on Huntington Ave and 90 feet on Avenue Drive.

Lot 12, Block 22, 135 feet on Avenue Drive and 25 feet on Bedford Ave.

Lot 13, Block 22, 100 feet on Marlboro Lane and 175 feet on Avenue Drive.

Lot 1, Block 23, 125 feet on each street.

Lots 1, Block 25, 135 feet on each street.

Lot 3, Block 25, 115 feet on Huntington Ave and 175 feet on Trenton Road.

Lot 1, Block 33, 175 feet on each street.

If the plot consists of one lot only, and the frontage of such lot is less than 55 feet, then the minimum quantity aforesaid of 55 feet may be reduced, as applying to the lot in question, to the frontage of said lot.

RE-ARRANGING, SUBDIVIDING OR RE-PLATTING:- None of the blocks shall be re-subdivided or re-platted, nor shall the lots in any of the blocks herein be re-subdivided, re-platted or re-arranged in such a manner that would allow a greater number of houses to be constructed in a block than there were lots originally plotted in said block, it being the intention of the COMPANY to restrict this property so that a greater number of houses cannot be built in a block than there were lots originally plotted in the block.

SETBACK OF RESIDENCE FROM STREET LINE:- No residence or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street or the side street than the front building limit line or the side building limit line of the lot or lots on which such building may be erected, as shown on said plat; provided, however, that the Company may, in the fee simple title to such lot, change said building limit lines to such lot or at any time thereafter, with the consent in writing of the then record owner of the fee simple title to such lot, change said building limit lines, or may change the building limit lines, which it may have established by said deed, provided, however, that no change may be made at any time which will bring the front or side building limit line more than five feet nearer to the front or side street.

Covered or uncovered, but not enclosed, porches, balconies, porticoes and terraces may extend beyond the front building limit line not more than twelve feet or beyond the side building limit line not more than ten feet. Bay or other windows, vestibules and passway landings other than full two story windows, vestibules and landings, cornices, spouting chimneys or other similar projections may extend not more than four feet beyond the front building limit line and not more than four feet beyond the side building limit line. Steps not higher than the level of the first floor may extend beyond the front or side building limit lines. By building limit line, as here used, is meant the building limit line as shown on the plat as changed by the COMPANY in accordance with the next preceding paragraph.

FREE SPACE:- No part of any residence shall be erected or maintained on any of the lots in this addition nearer than six feet to the side property line of the plot upon which it is erected, in portions of this addition where the required minimum frontage for a plot is less than 90 feet, or nearer than 10 feet to the side property line where the required minimum frontage for the plot is 90 feet or more, except in the case of detached garages, porches and purely ornamental projections may extend 3 feet nearer said side property line provided that no residence, including detached garages, porches, chimneys, enclosed or uncovered porches, but exclusive of projections listed above, shall occupy more than 60 percent of the width of the lot measured at the front building line. If it is provided, however, that the maximum width of any residence which may be erected on any

avoid lots may, with the consent in writing, of the COMPANY, be increased by not to exceed 10 percent of the width of any such plot measured as above provided. It is further provided that the required setback from the side lines of the lots as herein provided may, with the consent in writing of the COMPANY, be reduced by not to exceed 33 1/3 percent of the amount of such required setback provided, however, that this reservation shall in no way whatsoever affect the provisions relative to the change in said building line do set forth in paragraph one of these restrictions.

SETBACK OF OUTBUILDINGS FROM STREET:- No outbuilding, exclusive of cornices, spouting chimneys and purely ornamental projections, shall be erected or maintained on any of said lots nearer to the front or side streets than the outbuilding limit line of the lot or lots on which the outbuilding may be erected, as shown on said plat; provided, however, that the COMPANY, in the deed to any of said lots, may change said outbuilding limit lines, or at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said building limit line, or may change the outbuilding limit line, which it may have established by said deed, provided further, that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer the front street, or more than ten feet nearer to the side street than the outbuilding limit line shown on said plat, and provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding nearer to the front street than the outbuilding limit line shown on said plat, without the consent in writing of the then record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every outbuilding, except a greenhouse, erected on any of said lots shall be of the same exterior material as such residence.

On lot 13, Block 5; lot 12, Block 9; lot 15, Block 13; lot 14, Block 13; lot 21, Block 22; lot 12, Block 23; lot 3, Block 24; and lot 1, Block 25, there shall be no detached outbuildings.

OUTBUILDING REGULATIONS:- No outbuildings, exclusive of greenhouses, and exclusive of cornices, spouting chimneys and purely ornamental projections erected on any of said lots shall occupy more than 50 percent of the width of the plot upon which said buildings are erected, measured along the rear line of said plot provided, however, that in no case shall the width of any such outbuilding, other than greenhouses, be more than 35 feet without the consent in writing of the COMPANY. In the case of more than one such outbuilding being erected on any plot the combined width of such outbuildings shall not exceed the width provided for by this section for a single outbuilding. Any greenhouse, exclusive of other outbuildings, may not exceed a maximum width of 20 feet, without the consent in writing of the COMPANY, provided, further, that the combined width of greenhouses and other outbuildings erected or maintained on any lot at any one time may not exceed 60 percent of the width of the plot upon which they are erected, measured along the rear line thereof. It is further provided, however, that the maximum combined width of such outbuildings may, with the consent in writing of the COMPANY, be increased by not to exceed 10 percent of the width of the plot measured along the rear line thereof and provided, further, that the width of any outbuilding, other than greenhouse, shall not exceed, in writing of the COMPANY, be increased by not to exceed 10 percent of the width of the plot upon which it is erected, measured along the rear line thereof and still further, provided that on corner lots having an angle or angle in the outbuilding limit line, the outbuildings may be erected to such width as the space allows, provided, they do not exceed the maximum width listed above.

No outbuilding shall be higher than the house to which it is appurtenant.

COMPANY'S JUDGMENT CONCLUSIVE:- The COMPANY shall in all cases have the right to say and determine, with reference to the front, side, rear and side property lines of any plot, and also the amount of the setback from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on all parties.

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REQUIRED COST OF RESIDENCES: Any residence erected wholly or partially on any of the said lots, or parts thereof, shall cost not less than the amount listed below:

Block 5	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 6	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 7	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 8	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 9	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 10	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 11	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 12	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 13	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 14	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 15	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 16	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 17	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 18	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 19	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 20	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 21	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 22	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 23	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 24	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 25	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 26	Lots 1 to 25	both inclusive, one story.	\$600.00
Block 27	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 28	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 29	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 30	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 31	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00
Block 32	Lots 1 to 25	both inclusive, one or two story.	\$1,000.00

WINTER HADE IN SLIPPER, in Berlin, during the last days of the war, and the first days of the new year. The city was a mass of ruins, and the people were suffering from the effects of the bombing. The text is a collection of fragments, some of which are clearly legible, while others are obscured by the noise and the quality of the recording.

EASEMENTS RESERVED. The COMPANY reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained on and on the acre indicated on the plat as EASEMENTS, sewer or other pipe lines, conduits, poles and wires, and any other method of conducting or performing any public utility or function, above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The COMPANY shall have the right at any time to extinguish or vacate such easements and rights-of-way as to all or any portion of said property.

BOARD OF APPROVAL: There shall be created a Board of Approval to be composed of a Representative selected by the Company; Representative to be selected by the parties owning property in the addition; and one or more representatives of the adjacent owners or owners around any of the property herein described shall be commenced, created or modified; nor shall any extension or alteration of any fence or wall be commenced, created or modified, nor shall any extension or alteration of any building be commenced, created or modified, until the same shall have been approved in writing by the Board of Approval, and that approving the building of any fence or wall or the extension or alteration of any building, the Board of Approval shall also approve the building of any building of such a fence or wall the materials of which it is to be built, the site of the building, the harmony thereof with the surroundings, and the effect of the construction of the same on the extension thereof shall have upon the adjacent or neighboring property.

The construction or maintenance of Billboards or advertising boards or structures on any lot in said plot is prohibited, except that signs or billboard advertising the rental or sale of such property are permitted provided they do not exceed five square feet in size, unless with the written consent of the Commission.

No tank for the storage of oil or other fluids may be maintained on any of the lots above the surface of the ground without the consent in writing of the Company.

No pergola or any detached structure for purely ornamental purposes may be erected on any part of any lot in front of the building limit line without the consent in writing of the Company.

No permanent provision shall be made for the housing of poultry, cows or horses or other live stock on any lot without the consent in writing of the Company.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.
No portion of outbuilding on any lot shall be used as a residence.

No garage or outbuilding on any plot shall be used as a residence or living quarters except by servants engaged on the premises, or except during construction of residence for a period of not exceeding six months.

No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence improvements, and then the material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected and shall not be placed in the streets or between the curb and property line.

DURATION: All the restrictions herein set forth shall continue and be binding upon the COMPANY and upon its successors and assigns for a period of twenty-one years from September 1, 1933 and shall terminate on the expiration of the said period of twenty-one years; provided, however, that the owners of the fee simple title to the land having more than fifty percent of the area of the lot shown on this map, and the owners of the fee simple title to the lots shown on this map, or of said restrictions, may release any lot from any restriction created by deed from the COMPANY at the end of the first twenty-one year period, and may release any lot from any restriction thereafter existing and acknowledging an appropriate agreement or agreement in writing for such purposes and enter the same for record in the office of the County Recorder of the County of Los Angeles, California, at the expiration of the first twenty-one year period or of any ten-year period thereafter.

[illegible]

COMPANY'S RIGHT TO ASSIGN: The Company, by appropriate instrument, may assign or convey to any person, organization or corporation, any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment or conveyance, being made its assignee or grantee may exercise its option or exercise, transfer or assign such rights, reservations, easements and privileges in any one or more of them at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, the COMPANY has by authority of the Board of Directors caused this instrument to be executed by its President and its corporate seal, attested by its Secretary, to be hereunto attested, this 5th day of October, 1929.

Attest: *[Signature]* G. A. Nichols, Inc.
By: *[Signature]* President

Before me, the undersigned, a Notary Public, in and for said County and State on this 5th day of October, 1929, personally appeared G.A. Nichols to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its 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.

My commission expires
July 19, 1938.

BONDED ABSTRACTER'S CERTIFICATE

The undersigned duly qualified Bonded Abstracter of Titles in and for the State of Oklahoma, County of Oklahoma, hereunto by the records of the County Clerk of said County duly attested, has caused to be made and annexed maps of "Noble Hill Unit One," located in GANADO, Inc., and shown on the 50-day of October, 1929, that there were no actions or judgments of any nature in any court or on file with the Clerk of any Court in said County and State of Oklahoma against said Noble Hill Unit One, from the date of the year 1928 and prior years, and that no outstanding tax sales certificates are against said land, that no tax deeds are issued to any person, and that there are no liens, mortgages or encumbrances of any kind against the land described in said plat.

Attest- *[Signature]* The American First Trust Co in Oklahoma City

Secretary

State of Oklahoma.

County of Oklahoma.) Before me, the undersigned, a Notary Public in and for said County and State on the 5th day of October, 1922, personally appeared Roy McLean 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 official seal the day and year above set forth.

My commission expires *July 23 1954*

Notary Public
SUDREYOTS CERTIFICATE

I, Warren E. Moore, the undersigned, do hereby certify that I am by profession a Civil Engineer and that the annexed map of Nichols Hills, Unit One, consisting of 14 sheets correctly represents a survey made under my supervision on the 5th day of October, 1930, and that all the monuments shown thereon actually exist.

State of Oklahoma } ss. Before me, the undersigned, a Notary Public in and for said
County of Oklahoma, } 1929 personally appeared Warren
County and State on the 5th day of October, 1929 personally appeared Warren
E. Moore to me known to be the identical person who executed the within and foregoing
instrument and acknowledged to me that he executed the same of his free
and voluntary act and deed for the uses and purposes therein set forth.

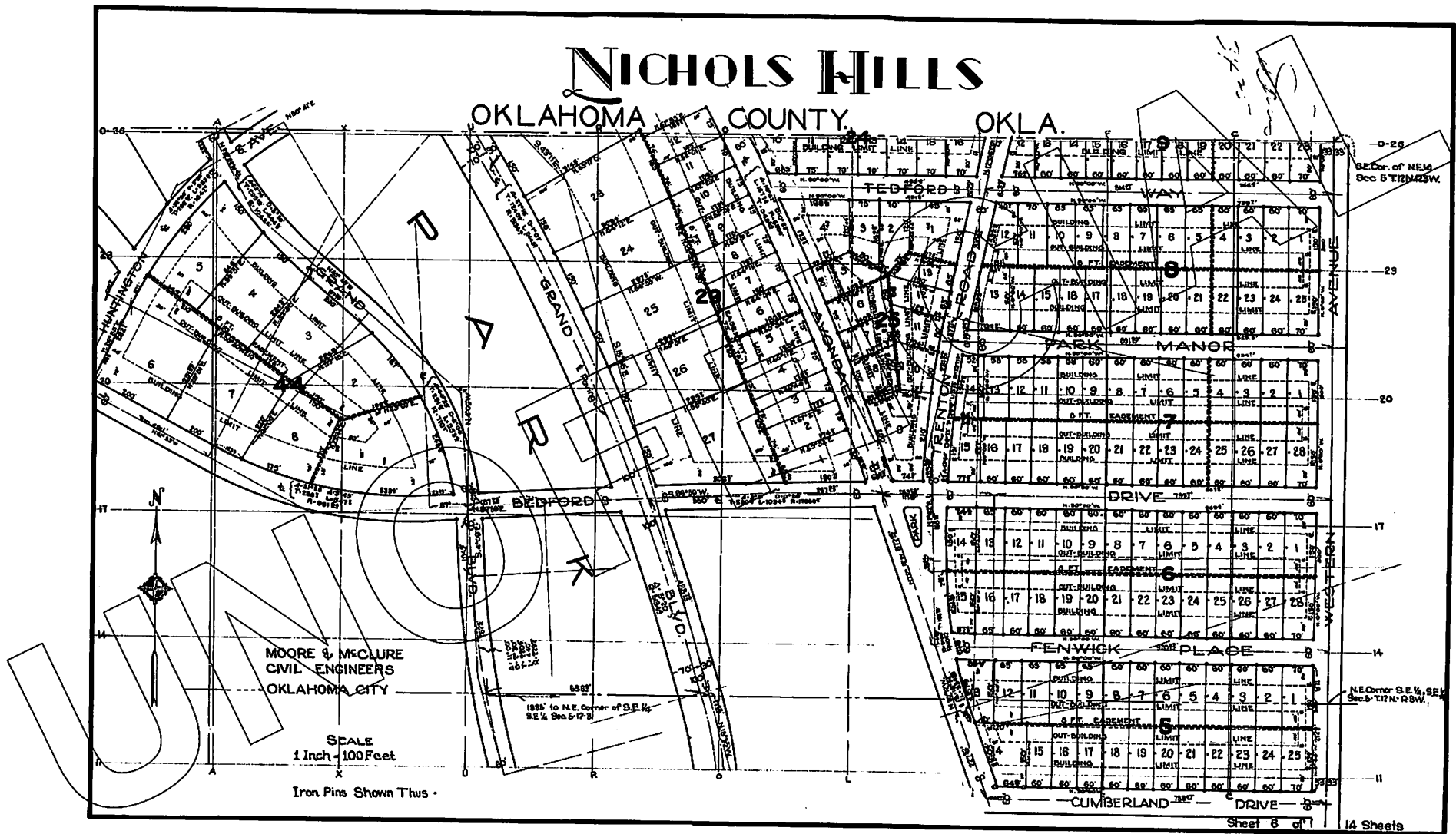
My commission expires Feb 22 1901

My commission expires July 23, 1924 Frank A. Shaw
Notary Public

COUNTY ENGINEER'S CERTIFICATE
I, G.R. Murphy, County Engineer of Oklahoma County, State of Oklahoma hereby certify that I have examined the land included within the subdivision as shown on the annexed plat, that it is suitable for residence or business purposes, that the lands dedicated to the public are of correct dimensions and that the improvement of the same will not be an undue burden upon the public treasury.

REGIONAL PLANNING COMMISSION CERTIFICATE
I, G. R. Murphy, Secretary of the Regional Planning Commission of the County of Oklahoma, State of Oklahoma, hereby certify that the said Planning Commission did approve the annexed plat of Nichols Hills, Unit One, on the 16th day of September, 1929.

Sheet 5 of 14 Sheets



MOORE & MECLURE
CIVIL ENGINEERS
OKLAHOMA CITY

NICHOLS HILLS

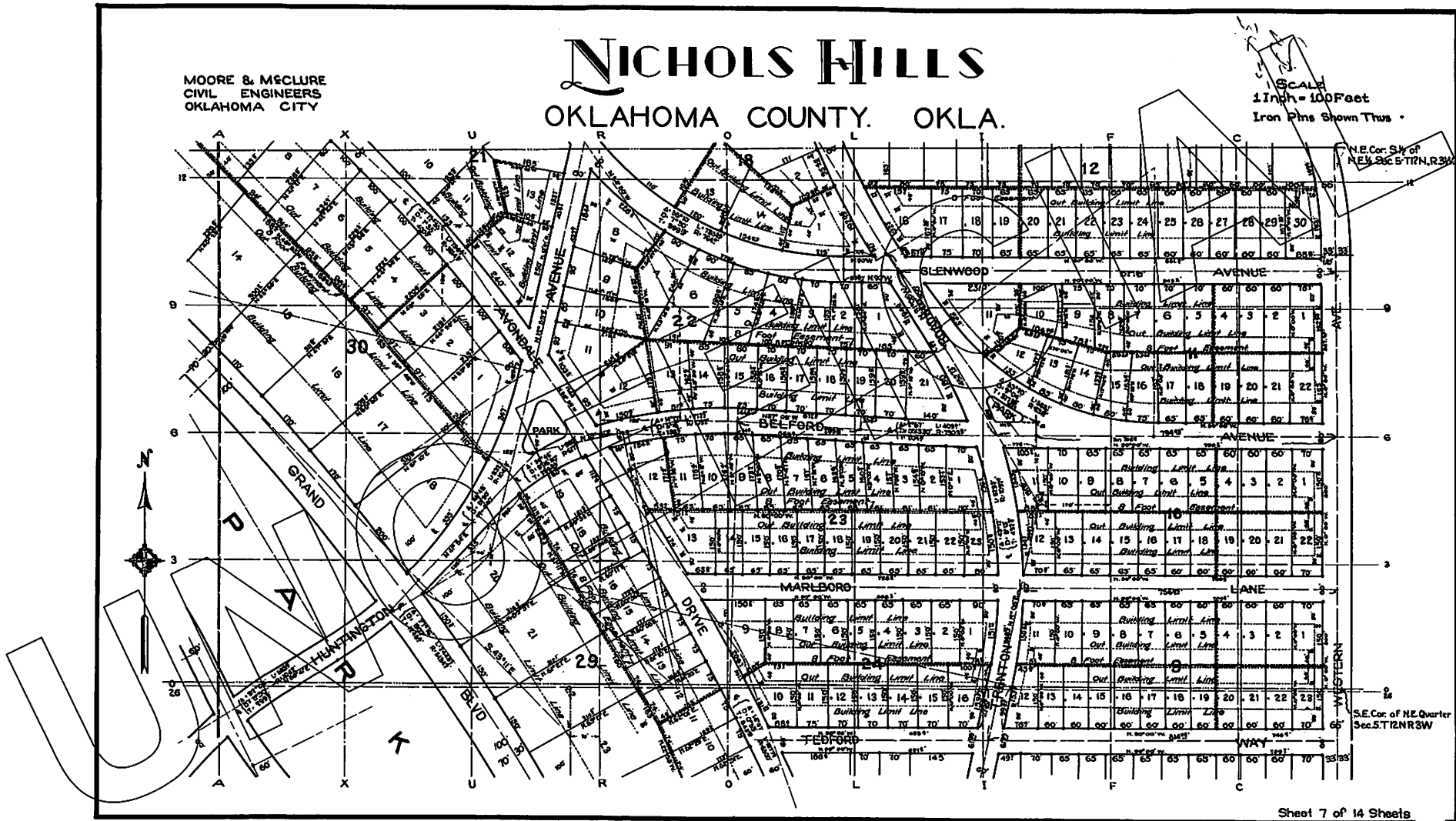
OKLAHOMA COUNTY. OKLA.

SCALE
1 Inch = 100 Feet
Iron Pins Shown Thus *

N.E. Cor. S.W. CP
N.E. Sec. 5 T17N. R. 3W.

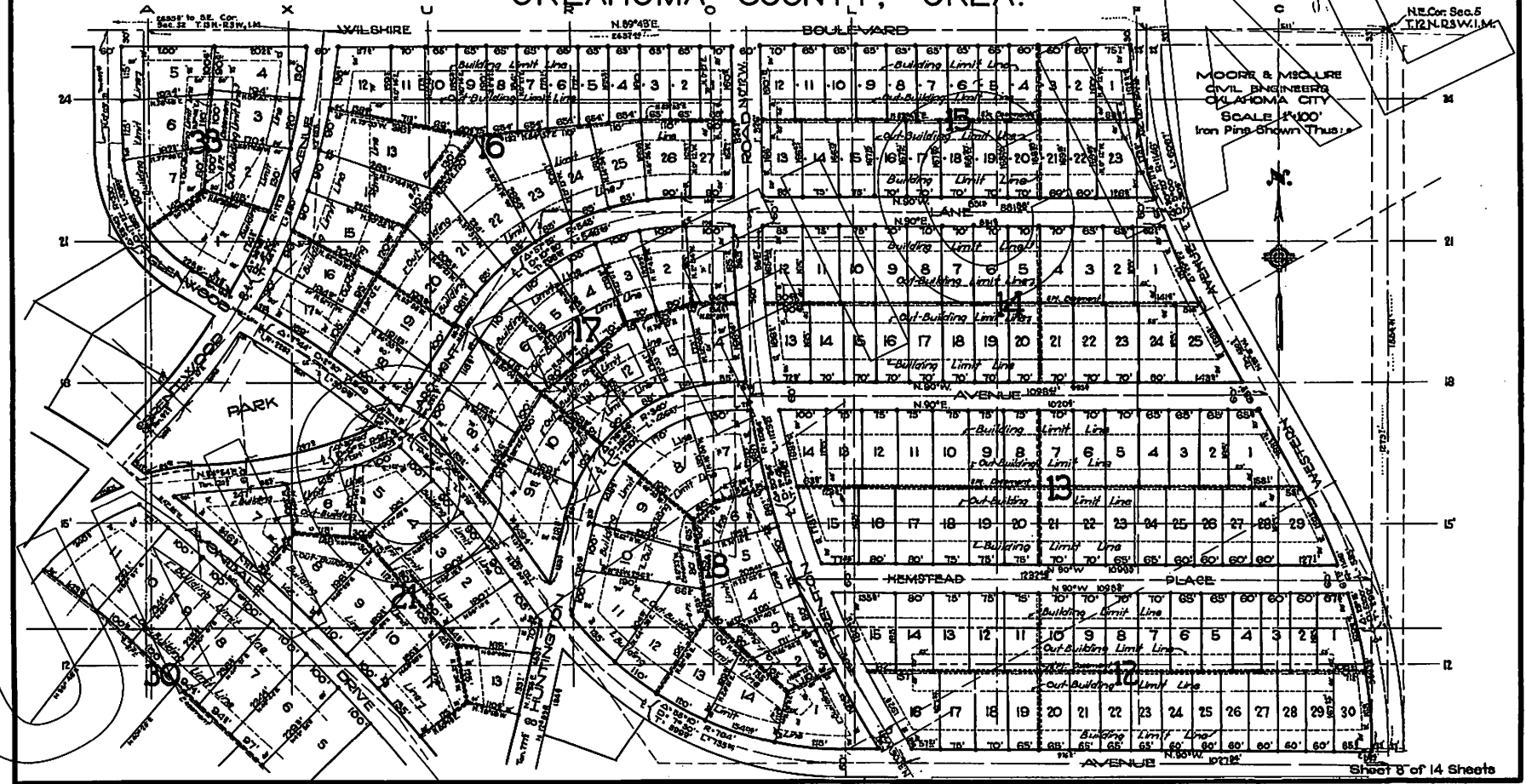
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Sec. 5 T12N R. 3W

Sheet 7 of 14 Sheets



NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.



NICHOLS HILLS
OKLAHOMA COUNTY, OKLA

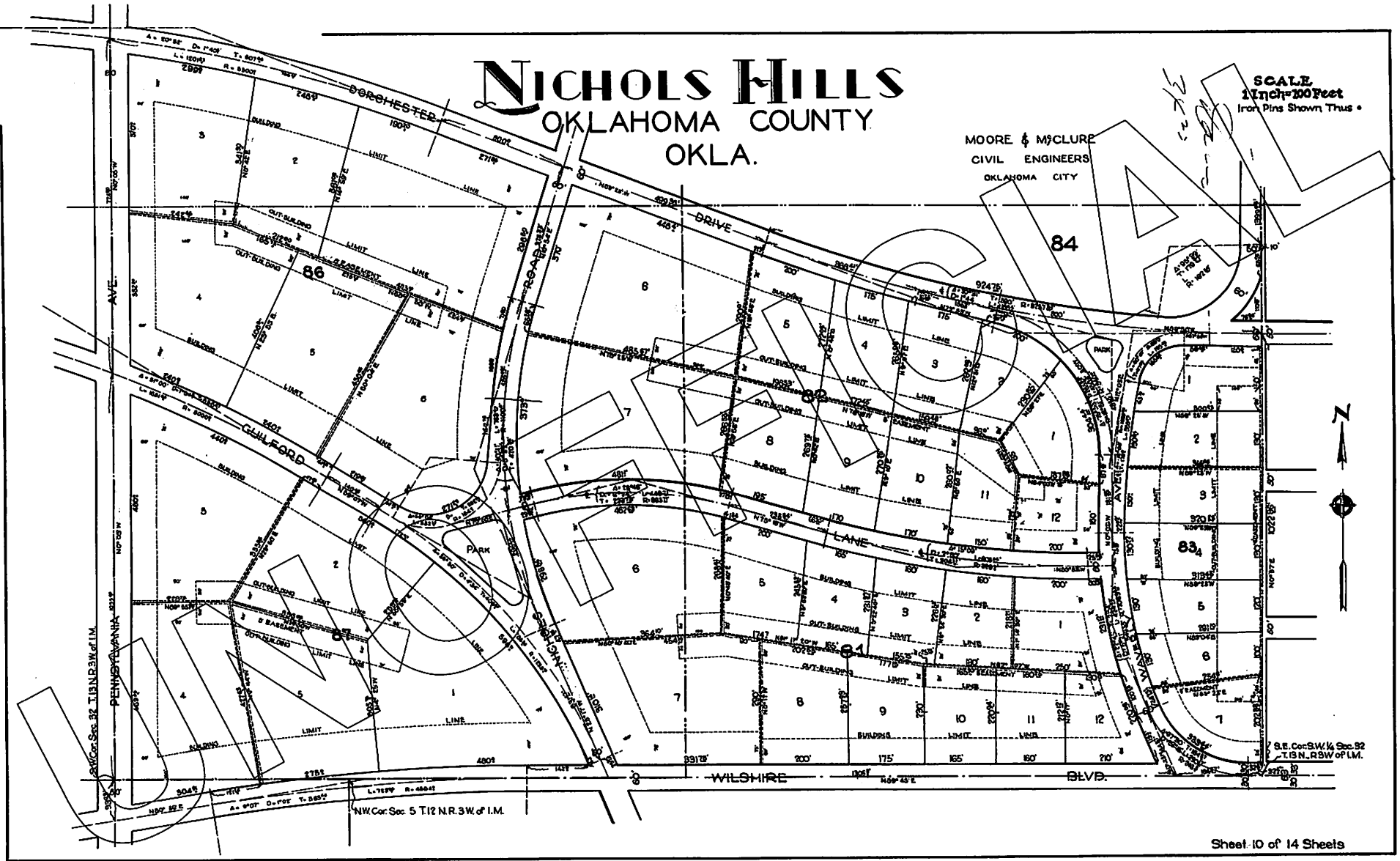
Sheet 9 of 14 Sheets

NICHOLS HILLS

OKLAHOMA COUNTY
OKLA.

MOORE & MYCLURE
CIVIL ENGINEERS
OKLAHOMA CITY

SCALE
1 Inch = 100 Feet
Iron Pins Shown Thus •

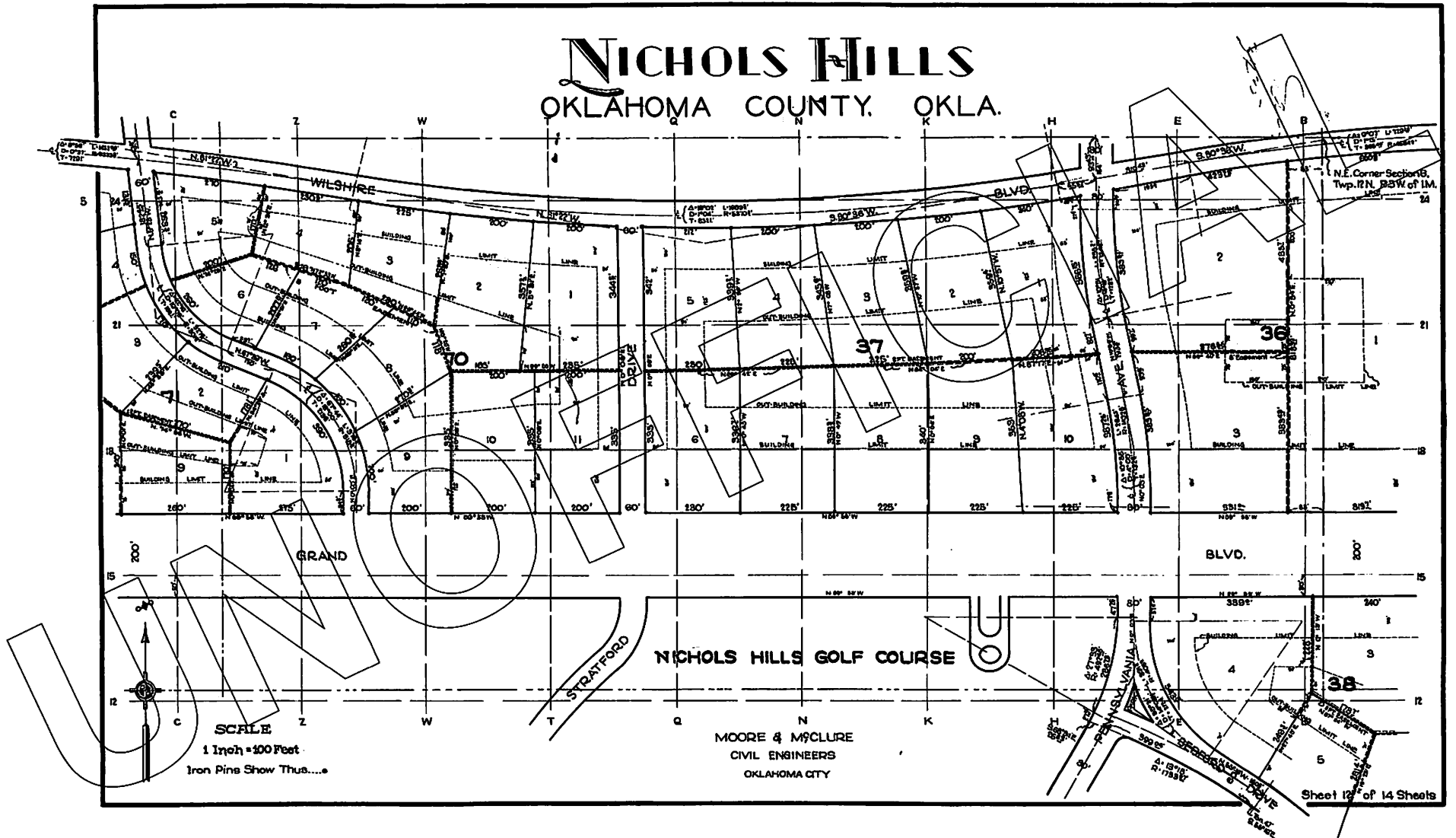


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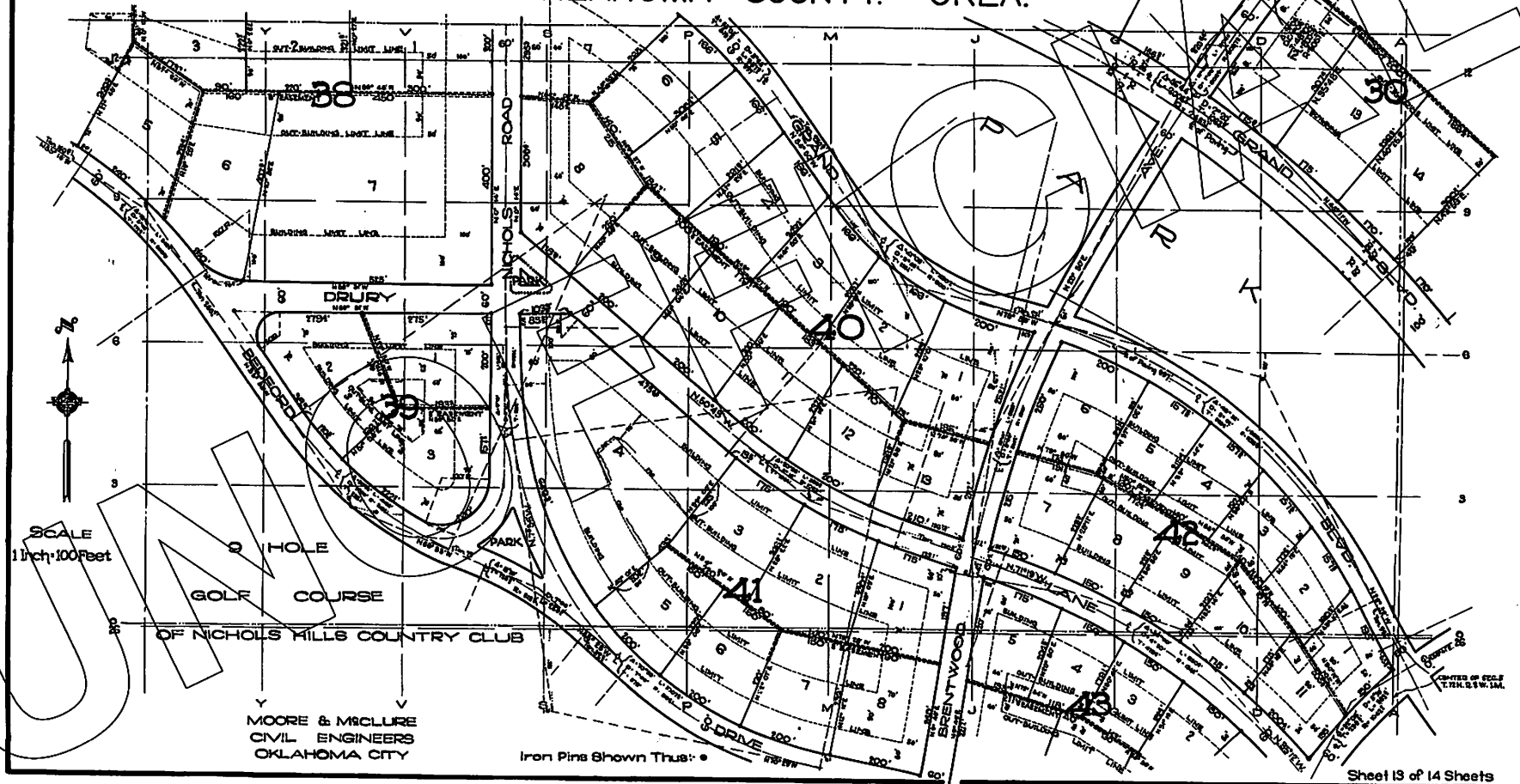
NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.



NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

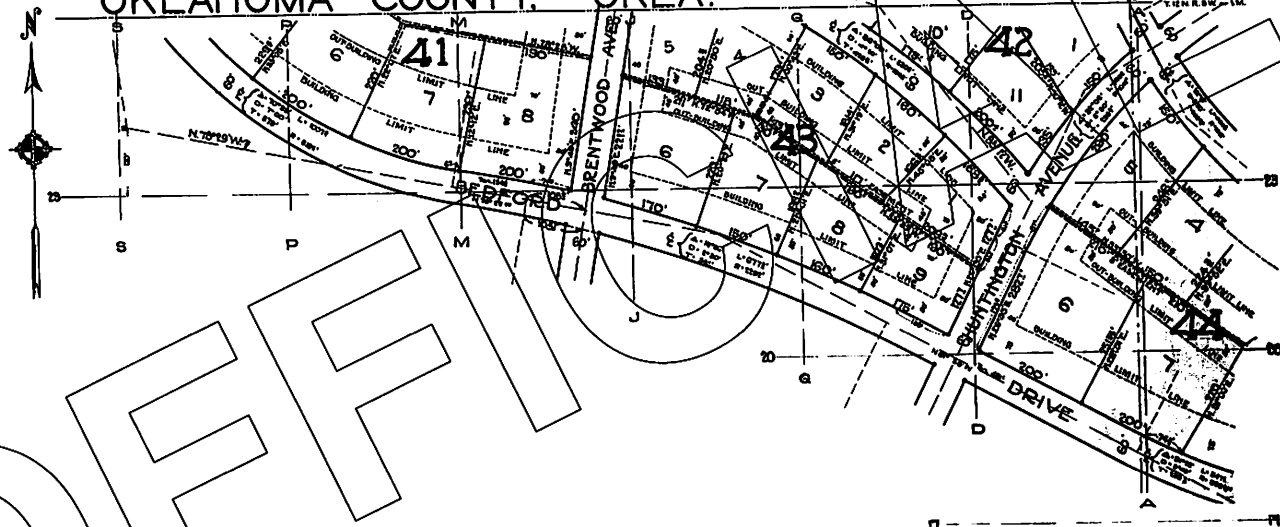


MOORE & MCCLURE
CIVIL ENGINEERS
OKLAHOMA CITY

NICHOLS HILLS

OKLAHOMA COUNTY, OKLA.

Scale
1 Inch = 100 Feet
Iron Pins Shown Thus •



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BUSINESS SECTION
OF
NICHOLS HILLS
OKLAHOMA COUNTY, OKLAHOMA

3. **EASEMENTS RESERVED:** The COMPANY reserves the right to locate, construct, erect and maintain, or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as EASEMENTS, sewer or other pipe lines, conduits, poles and wires and any other method of conducting performing any quasi-public utility or function, above, or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

That where easements are provided along the rear of any lot or lots, then, and in that event, all sewer or other pipe lines, conduits, poles and wires belonging to any public or quasi-public utility or function, shall be placed on said easements.

4. **TYPE OF ARCHITECTURE:** The COMPANY hereby reserves the right to pass on and approve the type of architecture of the buildings to be erected on any lot or lots covered by this dedication.

5. **BUILDING RESTRICTIONS:** Blocks 1, 2, and 3 may be used for business purposes.

Lots 12 to 32 inclusive, Block 4 and all of Blocks 26 and 27 shall be used for the erection thereon of buildings designed for use for business or residence purposes.

6. **SIGNS, BILLBOARDS AND MISCELLANEOUS STRUCTURES:** The construction or maintenance of billboards, or advertising boards or structures on any lot in said plat is prohibited, except those signs or billboards advertising the rental or sale of such property are permitted provided they do not exceed five square feet, in size, unless with the written consent of the Company.

No tank for the storage of oil or other fluids may be maintained above the surface of the ground on any of the lots, without the consent, in writing, of the Company.

No permanent provision shall be made for the housing of poultry, swine, horses or other livestock on any lot within the corporate limits of the Company.

No trash, ashes or other refuse may be thrown or dumped on any vacant lot in the addition.

No building, structure of any kind or character shall be placed or moved upon the property, (except by special permit of the Company in writing) until the owner is ready to commence improvements and then the material shall be placed within the property lines of the lot or parcel of land upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and property line.

7. **DURATION:** All the restrictions herein set forth shall continue and be binding upon the COMPANY and upon its successors and assigns for a period of twenty-one years from September

1st, 1929 and shall automatically be extended thereafter for successive period of 10 years; provided, however, that the owners of the fee simple title to the lots having more than fifty percent of the area of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restrictions created by deed from the COMPANY at the end of the first twenty-one year period or of any successive ten year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing, for such purposes and filing the same for record in the office of the County Clerk of Oklahoma County on or before five years prior to the expiration of this first twenty-one year period, or of any ten year period thereafter.

8. **RIGHT TO ENFORCE:** The restrictions herein set forth shall run with the land and bind the present owner, his successors and assigns and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, his successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but all restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during his or their tenure of or title to said land, and the owners, or owners of any of the above land shall have the right to sue for and obtain an injunction, specifically or mandamus, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal actions for damages, and failure of the Company or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of its right to be so thereafter.

9. **COMPANY'S RIGHT TO ASSIGN:** The COMPANY, by appropriate instrument, may assign or convey to any person, organization, or corporation any or all of the rights, reservations, easements and privileges herein reserved by it, and upon such assignment, or conveyance being made its assigns by grantee may at their option exercise, transfer or assign such rights, reservations, easements and privileges on any one or more of the lots at any time or times, in the same way, and manner as though directly reserved by them, or if, in this instrument.

IN WITNESS WHEREOF, the COMPANY has by authority of the Board of Directors caused this instrument to be executed by its President and its corporate seal, attested by its Secretary, to be hereunto affixed this 17th day of March, 1931.

G. A. NICHOLS, INC.
(SEAL)
ATTEST: By L. Nichols
President
J. H. Cagle
Secretary

State of Oklahoma,
County of Oklahoma,

Before me, the undersigned, a Notary Public in and for said County and State on this 17th day of March, 1931, personally appeared G. A. Nichols to me known to be the identical person who signed the same of the within and foregoing instrument as its 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 official seal the day and year above set forth.

My commission expires July 15, 1933.
(Seal) J. H. Cagle
Notary Public.

BONDED ABSTRACTOR'S CERTIFICATE

The undersigned duly qualified and Bonded Abstractor of Titles in and for the State of Oklahoma, County of Oklahoma, hereby certifies that the records of the County of Oklahoma, in said State, show that the Title of the land shown on the annexed map of "Nichols Hills, Oklahoma County, Oklahoma," is vested in G. A. Nichols, Inc., and that on the 17th day of March, 1931, there were no actions 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 the year 1931, and prior years, and that no outstanding tax sale certificates are against said land, that no tax deeds are issued to any person, and that no liens, mortgages or encumbrances of any kind are held against the land described in said plat, (except a certain mortgage in favor of William L. Bedford dated August 18, 1928 and recorded in Book 301 of Mortgage page 574).

Signed and sealed at Oklahoma City, Okla., this 17th day of March, 1931.

THE AMERICAN FIRST TRUST & SAVING BANK
Attest: By J. H. Cagle
Secretary
(Seal)

State of Oklahoma,
County of Oklahoma,

Before me, the undersigned, a Notary Public in and for said County and State on the 17th day of March, 1931, personally appeared G. A. Nichols to me known to be the identical person who subscribed the name of the maker, signed to the within and foregoing instrument as its 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 official seal the day and year above set forth.

My commission expires April 15, 1933
(Seal) J. H. Cagle
Notary Public.

SURVEYOR'S CERTIFICATE

I, Webster L. Benham, the undersigned, do hereby certify that I am by profession a Civil Engineer and that the annexed map of "Nichols Hills, Oklahoma County, Oklahoma," consisting of 3 sheets, correctly represents a survey made under my supervision on the 17th day of March, 1931, and that all the monuments shown thereon actually exist.

Webster L. Benham
State of Oklahoma,
County of Oklahoma,

Before me, the undersigned, a Notary Public in and for said County and State on the 17th day of March, 1931, personally appeared Webster L. Benham, 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.

Witness my hand and official seal the day and year above set forth.

My commission expires July 15, 1933.
(Seal) J. H. Cagle
Notary Public.

RECORDED
1931 - 23 - 72
CORRIGAN
COUNTY OF OKLAHOMA
BY J. H. Cagle

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