

STATE OF OKLAHOMA
RECORDED & FILED
JUL 1 10 24 AM 1947
JOE PITTS CO. CLK.
DEPUTY

ARTESIAN HEIGHTS No 2 ADDITION

A SUBDIVISION OF PART OF E¹/₂-SW¹/₄ SEC. 12, T12N, R4W

- OKLAHOMA COUNTY -

KNOW ALL MEN BY THESE PRESENTS -
That the undersigned, G. A. Nichols Building Company, a Corporation organized and existing under and by virtue of the Laws of the State of Oklahoma, and pursuant to a Resolution of the Board of Directors of said Corporation, and being owner of the property hereinafter described, has caused the same to be surveyed and platted as a Subdivision of a Part of the East One-Half of the Southwest Quarter of Section 12, Township 12 North, Range 4 West of the Indian Meridian, and have caused the same to be divided into Lots, Blocks, Streets and Public Ways, as shown on the accompanying plat to the public use, said property being more fully described as follows, to wit: Beginning at a point 108.00 feet North 0 degrees and 41 minutes West of the SE. Corner of the Southwest Quarter of Section 12, Township 12 North, Range 4 West of the Indian Meridian; thence N⁰41' W a distance of 1044.99 feet to a point 334 feet South 0° and 41' East of the center of said Section 12; thence West a distance of 1044.99 feet to an intersection with the east right-of-way line of Grand Boulevard; thence southeasterly along a curve to the left, having a radius of 5226.65 feet a distance of 772.24 feet; thence South 87° and 55' East a distance of 737.30 feet; thence South 0° and 41' East parallel to the East line of said quarter section a distance of 493.92 feet; thence East a distance of 50 feet to point of beginning.

The Company declares that the aforesaid lands shown on the annexed plat above referred to, namely Lots 2 to 14 inclusive are held and shall be conveyed subject to the restrictions, reservations and covenants hereinafter set forth as follows:

USE OF LAND -

1. These Lots are to be used for residence purposes only unless otherwise designated by the Company.
2. No store or business house, no storage for automobiles for sale or for bus or truck transportation service or for repairs on auto or truck, no gas, oil or automobile service station shall be erected or maintained thereon, unless otherwise designated by the Company.
3. No noxious or offensive trade shall be carried on upon any of the Lots in this plat nor shall anything be carried on upon any of the Lots which may be or become an annoyance or nuisance in the neighborhood.
4. No Lot or Lots herein platted shall ever in any manner be owned or held by or for, or the improvements thereon occupied (except necessary occupancy by servants quarters of a servant employed by the white occupant of the main improvement thereon), by any person of African descent, commonly known as Negroes, and hereinafter known as Negroes.

This is a reservation clause in this dedication and upon the violation of said condition, last above set forth, 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 the 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 restrictions in this clause if the same is placed thereon in good faith and so long as such lien is not held or owned by or for a person of African descent, commonly known as Negroes.

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, 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 occurring prior to the date under which, Sheriff's Deed is issued but shall in all other things take the same subject to this condition and right of reverter.

EASEMENTS RESERVED -

5. It is provided that whenever necessary the Company shall have the right to locate, construct, erect and maintain, or cause to be located, constructed, erected or maintained along not over 8 feet on the rear or along side Lot lines not to exceed 4 feet on either side of said lot lines, easements for sewer, water or other pipelines, conduits, poles and wires and any other method of conducting, 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; provided that any damage caused to a lot or lots by the removal of dirt, shrubs, trees or grass for the purpose of placing sewer or other pipe lines, conduits, poles and wires, shall be repaired or replaced by the Company.
6. 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.
7. The construction or maintenance of billboards or advertising boards or structures on any lot in said addition is prohibited, except that signs or billboards advertising the rental or sale of such property, are permitted, provided they do not exceed 5 square feet in size, unless with the written consent of the Company.
8. 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 of the Company in writing.
9. No trash, ashes, or other refuse may be thrown or dumped on any vacant lot in this addition.
10. No building material of any kind or character shall be placed or stored upon the property until the owner is ready to commence the 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.

RIGHT TO ENJOIN -

11. The restrictions herein 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 or 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, or in respect to breaches committed during its, his or their seizure of the 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 the 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 the violations shall in no event be deemed to be a waiver of the right to do so thereafter.

COMPANY'S RIGHT TO ASSIGN -

12. 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 own 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 or 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 13th day of March, 1947.

Attest:
J.W. Coyle
J.W. Coyle, Secretary

G. A. NICHOLS BUILDING CO.
By: *G. Nichols*
G. Nichols, President

Anna Patterson
Notary Public

State of Oklahoma } S.S.
County of Oklahoma }
Before me, the undersigned, a Notary Public in and for said County and State on this 13th day of March, 1947, personally appeared G.A. Nichols, to me known to be the identical person who subscribed 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 Notarial Seal the day and year last above written
My commission expires: June 3rd 1950

The undersigned, duly qualified and lawfully bonded Abstractors of Titles in and for the County and State 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 plat of Artesian Heights No. 2 Addition to Oklahoma City, Oklahoma is vested in G.A. Nichols Building Co., a Corporation and that on the 29 day of May 1947, there were no actions pending or judgments of any nature in any court or on file with the clerk of any court in said County and State against said lands or the owners thereof, that the taxes are paid for the year 1946 and prior years and that no tax sales certificates are against said lands and 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 29 day of May, 1947.
The Coates Abstract Company, a Sole Proprietorship composed of John J. Coates.

COATES ABSTRACT COMPANY
By: *John J. Coates*
Sole Proprietor

State of Oklahoma } S.S.
County of Oklahoma }
Before me, the undersigned, a Notary Public in and for the said County and State on this 29 day of May, 1947, personally appeared John J. Coates to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument, as its Sole Proprietor 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 Proprietorship, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the day and year last above written:
My commission expires: 11-9-49

E. O. Wall
Notary Public

I, C.E. Van Cleaf, Chairman of Regional Planning Commission for the City of Oklahoma City, State of Oklahoma, hereby certify that the said commission duly approved the annexed plat of Artesian Heights No. 2 Addition to Oklahoma City, Oklahoma at a meeting held on the 27 day of June 1947.

Dated this 27 day of June 1947.

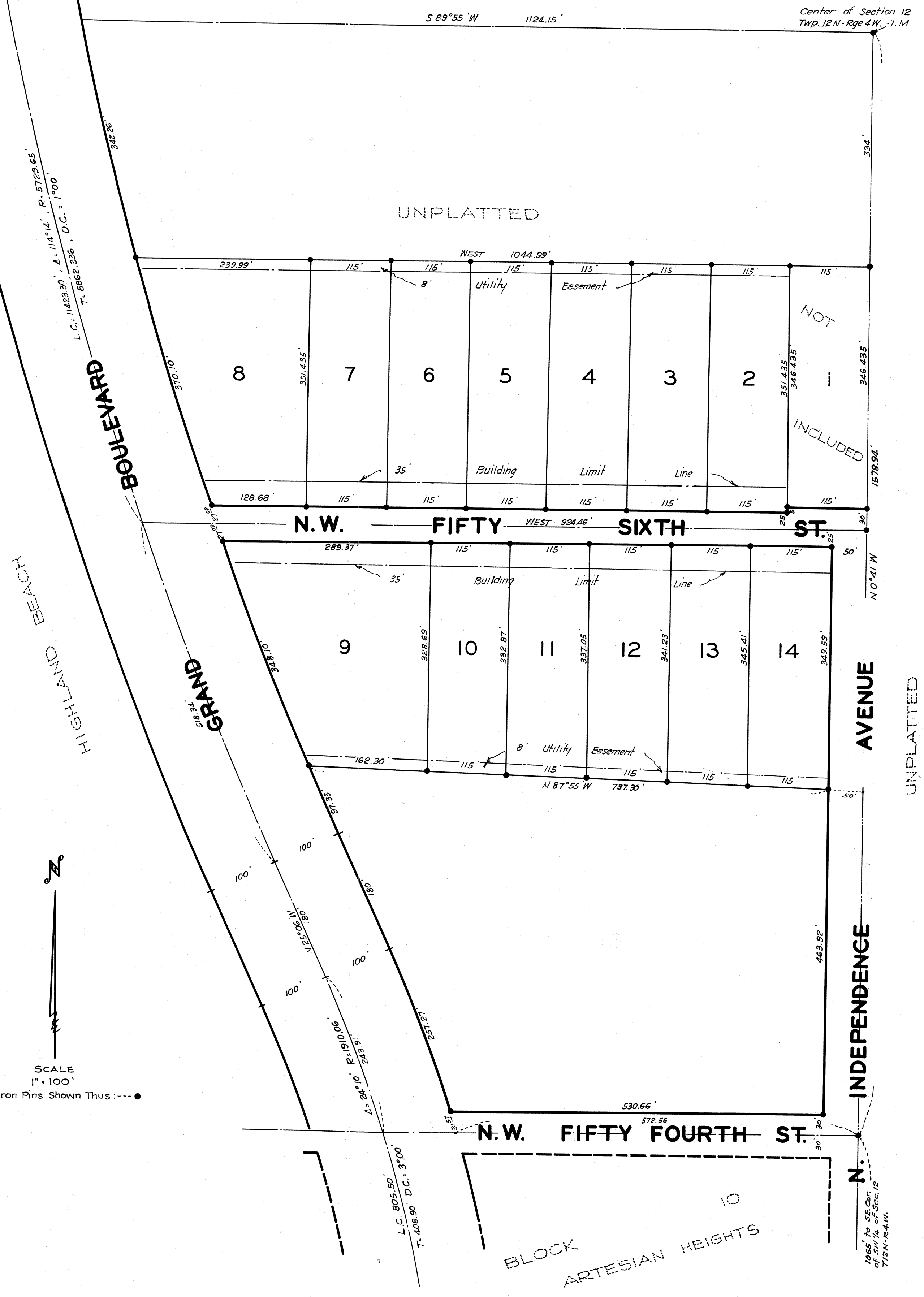
C.E. Van Cleaf
Chairman
REGIONAL PLANNING COMMISSION

I, W.W. Hughes, do hereby certify that I am by profession, a land surveyor and civil engineer, and that the annexed plat of Artesian Heights No. 2 Addition to Oklahoma City, Oklahoma correctly represents a survey thereof made under my supervision on the 20th day of January 1947, and that all of the monuments shown thereon actually exist and their positions are correctly shown.

State of Oklahoma } S.S.
County of Oklahoma }
On this 20th day of January 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared W.W. Hughes, 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: June 3rd 1950

Anna Patterson
Notary Public -



SCALE
1" = 100'
Iron Pins Shown Thus: ●