

Cover page for:

Preliminary Title Insurance Schedules (with copies of recorded exceptions)

Preliminary title insurance schedules prepared by:

American Abstract Company of McClain County, Inc.

(File Number: 20190938)

Auction Tract 4

In Norman, Oklahoma (Cleveland County)

For auction conducted on August 29, 2019 by:

Schrader Real Estate and Auction Company, Inc.

On behalf of:

**BOKE, N.A., dba Bank of Oklahoma, as Personal Representative of the
Estate of Hugh Ellis Ledbetter, Jr., aka Hugh E. Ledbetter, Dec'd**

American Eagle Title Insurance Company

Transaction Identification Data for reference only:

Issuing Agent: American Abstract Company
Issuing Office: 138 West Main, Purcell, OK 73080
ALTA® Universal ID: 0002360
Loan ID Number:
Commitment Number: 20190938
Issuing Office File Number: 20190938
Property Address: , , OK

SCHEDULE A

1. Commitment Date: August 7, 2019 at 07:30 AM
2. Policy to be issued:
 - (a) ALTA Own. Policy (06/17/06)
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount:
 - (b) ALTA Loan Policy (06/17/06)
Proposed Insured:
Proposed Policy Amount:
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:
Hugh E. Ledbetter, by virtue of a Quit Claim Deed filed October 8, 1998 in Book 2991 at Page 963.
5. The Land is described as follows:
Lots Eight (8) and Nine (9), in Block Two (2), of the Replat of Lots 1-13, inclusive, (EXCEPT the West 20 feet of Lot 2), in Block Twelve (12), PICKARD ACRES ADDITION, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Date: August 16, 2019

American Abstract Company

By: 

American Abstract Company of McClain County,
Inc., Leona Gayle Helton #85561

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by American Eagle Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN
LAND TITLE
ASSOCIATION



American Eagle Title Insurance Company

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - a. from Hugh E. Ledbetter to Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
 - b. Mortgage from Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below to Lender with contractual obligations under a loan agreement with the Proposed Insured identified at item 2a above, securing the principal amount of \$
5. Return properly executed Buyer/Seller Statement to the Company, including satisfactory evidence that all bills for labor and materials furnished for the improvements of said premises have been or will be paid and item (a) of Schedule B-II, Standard Exceptions will not appear on policy.
6. Provide a satisfactory survey (or exception will remain), of the subject premises made in accordance with Minimum Standard Detail Requirements and Classifications for ALTA/ACSM Land Title Surveys (the Survey Standards) including, but not limited to, Items 8, 9, 10, 11 and 13 as set forth in Table A of the Survey Standards.

NOTE: Certain conditions or requirements of other parties to the transaction may require other items in Table A of the Survey Standards be included in the survey.
7. Obtain certification as to any unmatured special assessments and if any are found, have them paid in full. If certification is not obtained, an exception will be taken on policy.
8. Obtain final abstracting for issuance of title policy.
9. Final policy cannot be issued, unless abstract certificate date is no more than 180 days from the recording date of the instruments to be insured, or abstract must be extended to date, resulting in additional charges, before the final policy can be issued.
10. Obtain a Uniform Commercial Code search as to Hugh E. Ledbetter in Oklahoma County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
11. Obtain a court search as to the purchaser in Cleveland County, and satisfy any judgments or liens which might affect the subject property and have releases thereof filed of record.
12. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the

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SCHEDULE B
(Continued)

Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured

13. The Probate of record owner commences at Page 177 of the abstract. Submit for examination all of the valid recorded instruments that dispose of the subject lands and further requirements will be made as necessary.

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, discrepancies or conflicts in boundary lines, shortage in area, or other matters which would be disclosed by an accurate and complete survey or inspection of the premises.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Real Estate taxes for 2019 and subsequent years, amount of which is not ascertainable, due or payable.
7. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, limestone, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
8. Any regulation or use limitation imposed by the municipality.
9. Water rights, claims or title to water, whether or not shown by the public records.

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SCHEDULE B
(Continued)

10. Roadway and utility easements as shown on the Plat of Pickard Acres, together with all rights incidental thereto filed of record March 1, 1920 in Book of Plats at Page 61. Replat filed July 25, 1947. Order Modifying the Plat filed February 17, 1956 in Cleveland County Court Case NO. 17511.
11. Easement for Right of Way filed April 10, 1931 in Book 87 at Page 344.
12. Electric easement in favor of Oklahoma Gas and Electric Company filed April 10, 1981 in Book 1059 at Page 42.
13. Restrictive covenants, conditions, easements, limitations, exceptions, minimum and maximum setback lines as shown in an instrument entitled Declaration of Building Restrictions, filed July 25, 1947 and an Amendment to Building Restrictions filed September 12, 1947 in Book 111 at Page 148 and Amendment to Building Restrictions filed February 9, 1948 in Book 150 at Page 183, which do not provide for a forfeiture or reversion of title upon violation thereof, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (c).

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RECEIVED
FEBRUARY 28 1920
DEPT. OF INTERIOR
BUREAU OF LANDS
WASHINGTON, D. C.

RECEIVED
FEBRUARY 28 1920
DEPT. OF INTERIOR
BUREAU OF LANDS
WASHINGTON, D. C.

#10

No. 82

PICKARD ACRES, NORMAN, OKLAHOMA--PLAT.

I, N. E. Wolfard, hereby certify that this map was made from notes taken during an actual survey made under my supervision and that it accurately represents the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Sec. 31, T. 9 N. R. 2 W. I. M. as subdivided into Blocks and Lots comprising PICKARD ACRES, Base line on Boyd running west from intersection of Boyd and Pickard.

Signed, N. E. Wolfard, Surveyor.

Subscribed and sworn to before me this 18 day of Feb., 1920.

(SEAL) E. B. Helms, County Clerk

I, Clyde Pickard, owner of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Sec. 31 T. 9 N. R. 2 W. I. M. caused a survey to be made of said tract by N.E. Wolfard, whose affidavit appears hereon, dividing said tract into Blocks, lots, avenues and streets, whose dimensions and numbers are accurately shown hereon. I further certify that the survey and plat has been made by our desire and free consent that I hereby dedicate to the full use of the public all avenues and streets.

Signed, Clyde Pickard.

STATE OF OKLAHOMA, COUNTY OF CLEVELAND.

Personally came before me, M.F.McFarland, a Notary Public in and for said county and state, Clyde Pickard, known by me to be the identical person who subscribed to the affidavits hereon and he has acknowledged the execution of the same to be his voluntary act and deed.

Witness my hand and seal this 28 day of February, 1920.

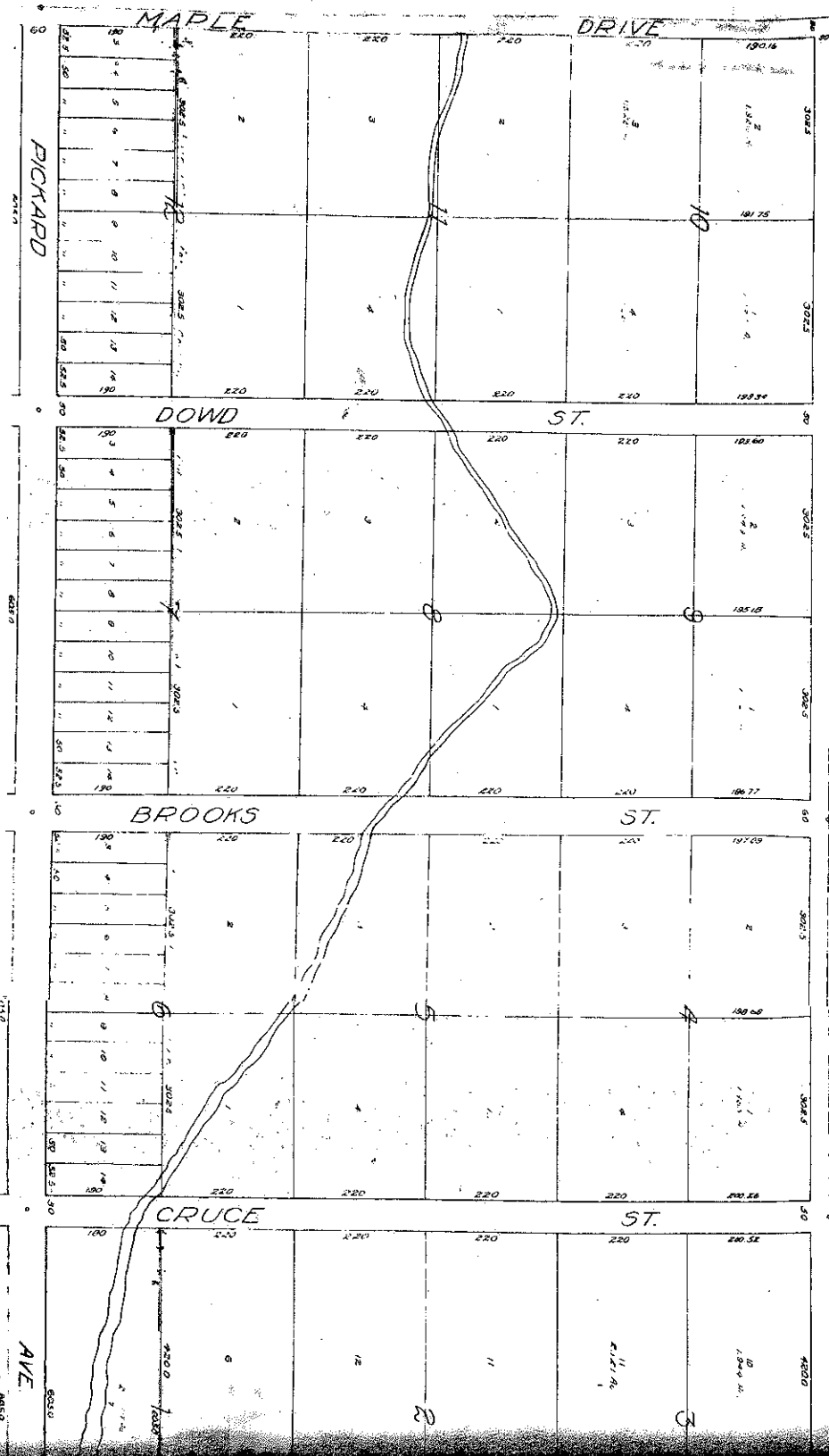
(SEAL) Com.exp. May 27, 1922 M.F.McFarland, Notary Public.

The right is hereby given to construct and maintain sewers on a strip of land described as follows: A strip of land 6 feet wide, being 3 feet on each side of a center line beginning at a point 30 feet E. and 215 feet S. of NW corner of $SW\frac{1}{4}$ Sec. 31 T. 9 N. R. 2 W., running thence E. parallel to the center line of Boyd St. 1082.73 feet, thence south parallel to the center line of Pickard Ave. to the North line of Maple Drive.

Clyde Pickard.

Filed for record March 1, 1920 @ 8 AM and recorded in Book of Plats, page 61.

106



No. 83

177

M

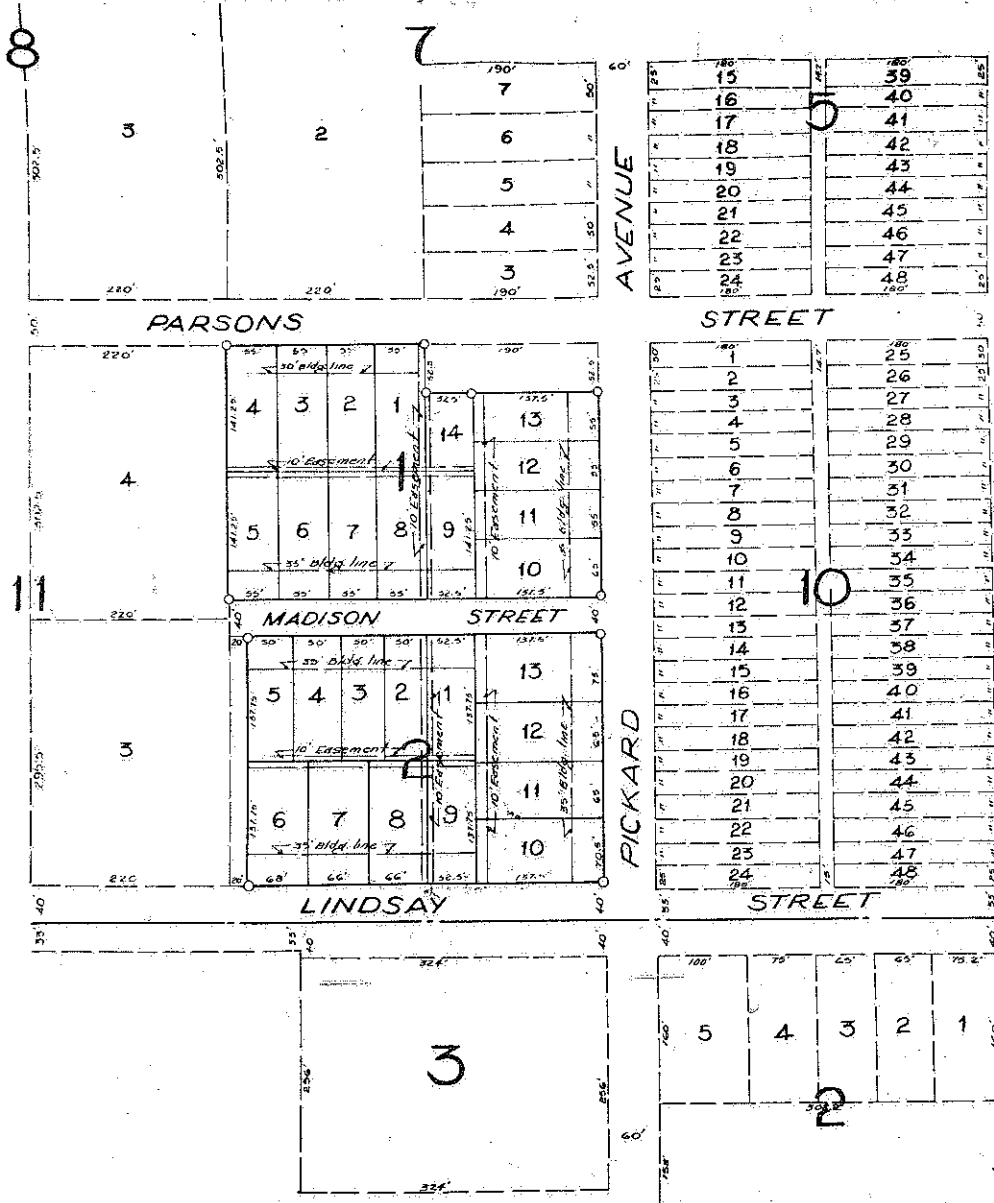
#10

No. 107

REPLAT OF LOTS 1-13 INCL. BLK. 12 PICKARD ACRES

NORMAN

OKLAHOMA



LEGEND

Scale: 1" = 100'

- Indicates irons
- Old surveys
- Center lines
- Surveyed area
- Bldg. lines & easements

IN THE DISTRICT COURT OF CLEVELAND COUNTY STATE OF OKLAHOMA

#10

In the Matter of the Application of
 Chester A. Reeds, Marie Louise Reeds,
 Clarence E. Reeds, Mildred E. Reeds,
 Artie Carl Reeds, Mabel B. Reeds,
 Claude E. Reeds and Luella Bretch
 Reeds, for a Decree Modifying the Plat
 of Lots Eight and Nine, Block Two of
 the Replat of Lots One to Thirteen
 Inclusive, Block Two (2), Pickard
 Acres Addition, according to the
 Recorded Plat Thereof, of Norman,
 Oklahoma.

No. 17511

O R D E R

This matter coming on to be heard upon the Application of
 Chester A. Reeds, Marie Louise Reeds, Clarence E. Reeds, Mildred E.
 Reeds, Artie Carl Reeds, Mabel B. Reeds, Claude E. Reeds, and Luella
 Bretch Reeds, for an order vacating that portion of the replat of

Lots Eight (8) and Nine (9), Block Two (2), of the
 replat of Lots One (1) to Thirteen (13), Inclusive
 Block Two (2), Pickard Acres Addition according to
 the recorded plat thereof, of Norman, Oklahoma.

filed in the Office of the County Clerk of Cleveland County, Oklahoma,
 on the 4th day of August, 1947; and the Court after hearing the evi-
 dence of witnesses sworn and examined in open Court, that notice of
 this application herein for modifying said plat was given by posting
 and publication all as required by law and no protest having been
 filed herein; the Court after hearing the testimony of witnesses duly
 examined and sworn in open Court and upon consideration thereof finds
 that the replat providing for Easement for utility purposes across

(continued)



Lot Nine (9) of Block Two (2) of Pickard Acres Addition to Norman, Oklahoma, is no longer used for utility purposes and that the same formerly had been used by the Southwestern Bell Telephone Company, Norman, Oklahoma; that the same has been abandoned and is no longer used and that no protest has been filed herein, to the modifying of said replat and vacating of said easement.

The Court further finds that there is no need for said easement,

It is therefore ORDERED, ADJUDGED and DECREED by the Court that the easement shown in the replat of

Lots Eight and Nine, Block Two, of the Replat of Lots One to Thirteen, Inclusive, Block Two, Pickard Acres Addition according to the recorded plat thereof, of Norman, Oklahoma;

as shown in the office of the County Clerk of Cleveland County in the plat records thereof shown to have been filed August 4, 1947, be and the same is hereby modified as follows: That the easement for utility purposes across Lot Nine of said Block Two be and the same is vacated, set aside and held for naught.

Elvin J. Brown,
DISTRICT JUDGE.

* * * * *

Filed in District Court, Cleveland County, Okla. Feb. 17 1956

#11

EASEMENT FOR RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That Lizzie Reeds, a single person and A. M. Reeds, husband and wife, of Cleveland County, State of Oklahoma, for and in consideration of the sum of One Dollar (\$1.00) and other good, valuable, and sufficient consideration paid by the County of Cleveland, State of Oklahoma, the receipt of which is hereby acknowledged, have this day granted, bargained, sold and conveyed unto the said Cleveland County, in the State of Oklahoma, a perpetual easement across, including all damages and building of fences, over and under the following described lots or parcels of land, lying and being situated in Cleveland County, Oklahoma, to-wit:

A strip of land seven (7) feet in width, in addition to the thirty-three (33) feet already reserved for road purposes, off the south side of Lot three (3) and the east two hundred (200) feet of Lot two (2) in Block Twelve (12) of Pickard Acres Addition to the City of Norman, Oklahoma.

Said grantors hereby covenant and warrant that at the time of the delivery of these presents they are the owners of the before described premises in fee simple; that the same are free and clear of all liens and claims whatsoever, and that they will so long as this easement is in full force and effect defend the same unto the County of Cleveland in the State of Oklahoma, against all and every person whomsoever claiming the same.

This easement is granted for the sole purpose of enabling the County of Cleveland, State of Oklahoma, its officers, agents, contractors, and employees to go upon, construct, build and at all times maintain a public road through, along and over the property herein described and enable the County of Cleveland, State of Oklahoma, its officers, agents, contractors, and employees to always keep said road open for the use of the public.

If for any reason the County of Cleveland, State of Oklahoma, its officers, agents, and employees should abandon the above described tract of land for road purposes, this easement is null and void.

(continued)

No. 97

IN WITNESS WHEREOF, the grantors herein named have hereunto set their hand- and seal- this the 9th day of June, 1930.

Lizzie Reeds
A. M. Reeds

State of Oklahoma, County of Cleveland, SS.

Before me, the undersigned Notary Public in and for the State and County aforesaid, on this 9th day of June, 1930, personally appeared Lizzie Reeds and A. M. Reeds, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and each for themselves 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 seal the day and year last above written.

(SEAL) A. McDaniel,
Notary Public.

My commission expires first day of May, 1931.

* * * * *

Filed for record April 10, 1931 at 11 AM and recorded in Book 87
page 344 of Deed records of Cleveland County, Oklahoma.

OKLA. ~~ENG.~~ ELECTRIC CO.
P. O. BOX 321
OKLAHOMA CITY, OKLA. 73101
ENG. SERVICES MC 18

13408

BOOK 1059 PAGE 42

Elec. Cert #4659 R. 5/1/21

#12

KNOW ALL MEN BY THESE PRESENTS: That

B. M. Scott

and Lottie I. Scott his wife, in consideration of the sum of

One ----- no. /100 ----- Dollars.

in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey and warrant unto Oklahoma Gas and Electric Company, an Oklahoma corporation, its successors and assigns, the perpetual right, privilege and authority to erect, operate and maintain a line of poles, wires and fixtures for the transmission of electric current and telephone and telegraph messages upon, over and across the following described real property and premises, situated in Cleveland County

County, State of Oklahoma, to-wit:

Beginning at a point 5 feet east of the south west corner of lot 3, block 11, Pickard Acres Addition to Norman Oklahoma as shown by the recorded plat thereof, thence north 302.5 feet, thence west 10 feet, thence south 302.5 feet, thence east 10 feet to place of beginning.

ALSO granting unto said grantee, its successors and assigns, the perpetual right, privilege and authority to cut down, remove or trim any trees that may, in the judgment of the grantee, interfere with or endanger said line or its maintenance and operation; also to set the necessary guy and brace poles or anchors and to attach all necessary guy wires thereto and to enter upon the above described premises for the purpose of erecting, maintaining and operating its said poles, lines and fixtures as aforesaid, and further granting to said grantee, its successors and assigns the right, privilege and authority to erect, maintain and operate such line or lines upon, over and across any street, alley, highway, railroad or other right of way now or hereafter established and existing on or across said premises or adjoining the same or adjacent thereto.

SIGNED AND DELIVERED this Feb. 25

B. M. Scott (Seal)
Lottie I. Scott (Seal)

Witness:

Joe Bryce Brady

STATE OF OKLAHOMA Cleveland COUNTY, Mo.

Before me, a Notary Public in and for said County and State, on this Twenty-fifth day of February, personally appeared B. M. Scott and Lottie I. Scott 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 and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year first above written.

Notary Public,
State of Oklahoma.

Charles Adams

My commission expires July 17, 1929

STATE OF OKLAHOMA
CLEVELAND COUNTY
FILED OR RECORDED
APR 10 AM 8
COUNTY CLERK

20

REPLAT OF LOTS 1-13 incl. BLK. 12 PICKARD ACRES, NORMAN, OKLAHOMA.

#13

OWNERS CERTIFICATE AND DEDICATION:

We, Chester A. Reeds and Maria Louise Reeds, (husband and wife), Clarence E. Reeds and Mildred E. Reeds, (husband and wife), Artie Carl Reeds and Mabel B. Reeds, (husband and wife), and Claude E. Reeds and Luella Bretch Reeds, (husband and wife), (continuously husbands and wives since they acquired this real estate) owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 of Block 12 Pickard Acres, an Addition to Norman, Oklahoma; do hereby certify that we are the owners of and the only persons who have any right, title, or interest in the land described above and as shown on the annexed map; that said map is a correct survey of said property, made with our consent; that we hereby dedicate to the public, use of all streets and alleys as shown on the annexed map; that we hereby guarantee a clear title to the land so dedicated, from ourselves, our heirs, or assigns forever.

Witness our hands and seals this 7th day of July, 1947.

Chester A. Reeds
Marie-Louise Reeds
Clarence E. Reeds
Mildred E. Reeds
Artie Carl Reeds
Mabel B. Reeds
Claude E. Reeds
Luella Bretch Reeds

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS.

Before me Opal Beeman, the undersigned, a Notary Public in and for said county and state, on this 7th day of July 1947, personally appeared Chester A. Reeds and Maria Louise Reeds, (husband and wife,) Clarence E. Reeds and Mildred E. Reeds, (husband and wife,) Artie Carl Reeds and Mabel B. Reeds, (husband and wife,) and Claude E. Reeds and Luella Bretch Reeds, (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 acts and deeds for the uses and purposes herein set forth.

Witness my hand and seal the date last above set forth.

Opal Beeman, Notary Public

(SEAL)

(continued)

10a

My commission expires Aug. 1, 1948.

SURVEYORS CERTIFICATE:

I, E. H. DURKEE, the undersigned, do hereby certify that I am, by profession, a surveyor, and that the annexed map of replat of Lots 1-13 incl. Blk. 12, Pickard Acres correctly represents a survey made under my supervision on the 21st day of June, 1947, and all the monuments shown thereon actually exist and their positions are correctly shown.

E. H. DurKee

(SEAL)

Subscribed and sworn to before me this 7th day of July 1947.

Opal Beeman, Notary Public.

(SEAL)

My commission expires Aug. 1, 1948.

CITY PLANNING COMMISSION CERTIFICATE:

I, Mrs. M. O. Wilson, Secretary of the City Planning Commission of the City of Norman, Oklahoma; do hereby certify that said Planning Commission did approve the annexed map of replat of Lots 1-13 incl. Blk. 12, Pickard Acres at a meeting held on the 16th day of June 1947.

Mrs. M. O. Wilson
Secretary Planning Commission

DECLARATION OF BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, Chester A. Reeds and Maria Louise Reeds (husband & wife); Clarence E. Reeds and Mildred E. Reeds (husband & wife); Artie Carl Reeds & Mabel B. Reeds (husband & wife); Claude E. Reeds and Luella Bretch Reeds (husband & wife); (continuously husbands & wives since they acquired this real estate); hereby declare we own all of the following described property and further declare that the following described lots situated in Cleveland County, State of Oklahoma, to-wit;

All of Blocks One (1) and Two (2) of the Re plat of Lots One (1) to Thirteen (13) inclusive, BLOCK 12 of PICKARD ACRES ADDITION to the City of Norman, Cleveland County, Oklahoma,

(continued)

shall hereafter be subject to all of the following restrictions as to use, occupancy, and construction of improvements, to-wit:

(a) All lots in the tract above described shall be known and described as residential lots and no structure shall be hereafter erected, altered, placed or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and on-half ($2\frac{1}{2}$) stories in height and private garage for not more than two cars and servants' quarters with the exception that two (2) story duplexes may be permitted, one (1) story duplexes shall not be permitted.

(b) No building shall be erected, placed or altered on any of said lots without the owner first having secured a permit from the City of Norman, Oklahoma.

(c) No building, except open porches and/or steps, shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. Provided further, no building shall be located nearer than five (5) feet to any side lot line, except in the case of a detached garage located seventy-five (75) feet or more from the front lot line, same may be located not nearer than one (1) foot to the side lot line, except where specifically prohibited by side street set back restrictions.

(d) No one-story dwellings having a ground floor area of less than one thousand fifty (1050) square feet of the main structure, exclusive of one-story open porches and garages, shall be permitted on lot of fifty-five (55) feet or less frontage, and on lots above sixty (60) feet of frontage no one-story dwelling have a ground floor area of less than twelve hundred fifty (1250) square feet of the main structure, exclusive of one-story open porches and garages, shall be permitted. The ground floor area of the main structure exclusive of one-story open porches and garages, shall be not less than seven hundred (700) square feet in the case of a one and one-half ($1\frac{1}{2}$), two (2) or two and one-half ($2\frac{1}{2}$) story structure.

(e) No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(f) No persons of any race other than the Caucasian race shall use or occupy any building or any lot except that this covenant shall not prevent domestic servants of different race domiciled with any owner or tenant.

(CONTINUED)

(g) No trailer, basement, tent shack, garage, barn or other out-buildings erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence, nor shall any building be moved on to any tract in the area.

(h) No fence shall be erected forward of the front building line as same is shown on the recorded replat of LOTS 1 to 13 INCL., BLOCK 12 OF PICKARD ACRES ADDITION.

(i) No residence structure shall be erected or placed on any plot which has an area of less than five thousand (5000) square feet or a width of less than fifty (50) feet at the front building set back line.

(j) That the acceptance of a deed to any part of above described land shall constitute an agreement on the part of grantee therein, to comply with the above restrictions the same as if he signed his name thereto.

These covenants are to run with the land and shall be binding upon all parties and all persons claiming thereunder until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

These covenants shall be enforceable by any proceeding at law or in equity against any or all of the owners of the lots described herein by any party or interest in or to any lot or lots impressed with these building restrictive covenants.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

Dated this 8th day of July 1947.

Chester A. Reeds
Maria-Louise Reeds
Clarence E. Reeds
Mildred E. Reeds
Artie Carl Reeds
Mabel B. Reeds
Claude E. Reeds
Luella Bretch Reeds

(continued)

No. 106

COUNTY OF CLEVELAND)
) ss.
STATE OF OKLAHOMA)

On this 8th day of July, 1947, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Artie Carl Reeds (Mabel B. Reeds) Chester A. Reeds (Maria Louise Reeds) Clarence Reeds (Mildred Leeds Reeds) and Claude E. Reeds (Luella Bretch Reeds) 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 acts and deeds for the uses and purposes therein set forth.

Witness my hand and seal the date last above set forth.

(SEAL)

Opal Beeman
Notary Public

My commission expires: Aug. 1, 1948.

* * * * *

Filed for record July 25, 1947 at 12:15 PM and recorded in book
Page Plat records of Cleveland County, Oklahoma.

#13

AMENDMENT TO BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Chester A. Reeds and Marie-Louise Reeds, husband and wife, Clarence E. Reeds and Mildred E. Reeds, husband and wife, Artie Carl Reeds and Mabel B. Reeds, husband and wife and Claude E. Reeds and Luella Bretch Reeds, husband and wife, continuously husbands and wives, respectively, since acquisition of the hereinafter described real property, being the owners of the real property hereinafter described, for the purpose of making the same less stringent, hereby amend the building restrictions covering

All of Block 1 and Lots 1 to 5, inclusive of Block 2, of the Replat of Lots 1 to 13, inclusive, (except West 20 feet of Lot 2), Block 12, Pickard Acres, Norman, Oklahoma, according to the recorded plat thereof

as follows, to-wit:

No one-story dwellings having a ground floor area of less than eight hundred fifty (850) square feet of the main structure, exclusive of one-story open porches and garages, shall be permitted on a lot of fifty-five (55) feet or less frontage.

Witness our hands this 4 day of August, 1947.

Chester A. Reeds
Marie-Louise Reeds
Clarence E. Reeds
Mildred E. Reeds
Artie Carl Reeds
Mabel B. Reeds
Claude E. Reeds
Luella Bretch Reeds

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 4 day of August 1947 personally appeared Clarence E. Reeds and Mildred E. Reeds, his wife; Artie Carl Reeds and Mabel B. Reeds, his wife; and Claude E. Reeds and Luella Bretch Reeds, his wife, Chester A. Reeds and Marie-Louise Reeds, his wife,

(continued)

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No. 109

to me known to the 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 the day and year last above written.

George W. Tarter
Notary Public

(SEAL)

My commission expires Aug. 4, 1949.

* * * * *

Filed for record Sept. 12, 1947 at 11:20 AM and recorded in Book 111
page 148 of Miscellaneous records of Cleveland County, Oklahoma.

AMENDMENT TO BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Chester A. Reeds and Marie Louise Reeds, husband and wife; Clarence E. Reeds and Mildred E. Reeds, husband and wife; Artie Carl Reeds and Mabel B. Reeds, husband and wife; and Claude E. Reeds and Luella Bretch Reeds, husband and wife, and who have continuously been husbands and wives, respectively, since acquisition of the hereinafter described property, and being the owners of the following described property in Cleveland County, State of Oklahoma, to-wit:

Lots 1 to 12, inclusive, and Lot 14 of the Re-plat of Lots 1 to 13, inclusive, (except West 20 feet of Lot 2) Block 12, Pickard Acres Addition to the City of Norman, according to the recorded plat thereof;

and Rea B. Christie, single, whose marital status has not changed since prior to the acquisition of the hereinafter described property, and being the owner of the following described property in Cleveland County, Oklahoma, to-wit:

Lot 13 in Block 1 of the Re-plat of Lots 1 to 13, inclusive, (except West 20 feet to Lot 2) Block 12, Pickard Acres Addition to the City of Norman, according to the recorded plat thereof;

do hereby amend the building restrictions recorded July 25, 1947, in Book ___ at Page ___ of the plat records in the office of the County Clerk of Cleveland County, Oklahoma, and the amendments thereto recorded September 12, 1947, in Book 111 at Page 148 of the Miscellaneous records in the office of the County Clerk of Cleveland County, Oklahoma, as follows:

No one-story dwellings having a ground floor area of less than 1,050 square feet of the main structure, exclusive of one-story open porches and garages, shall be permitted upon Lots 10, 12 and 13 of said Block 1, and no one-story dwelling having a ground floor area of less than 850 square feet of the main structure, exclusive of one-story open porches and garages shall be permitted upon Lot 11 of said Block 1.

(continued)

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No. 111

The Amendment hereinabove provided shall have the same force and effect as if incorporated in the original building restrictions hereinabove referred to.

Dated this 30 day of January, 1948.

Chester A. Reeds
Marie-Louise Reeds
Clarence E. Reeds
Mildred E. Reeds
Artie Carl Reeds
Mabel B. Reeds
Claude E. Reeds
Luella Bretch Reeds
Rea B. Christie

STATE OF OKLAHOMA,)
CLEVELAND COUNTY.) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of January, 1948, personally appeared Chester A. Reeds and Marie Louise Reeds, husband and wife; Clarence E. Reeds and Mildred E. Reeds, husband and wife; Artie Carl Reeds and Mabel B. Reeds, husband and wife; and Claude E. Reeds and Luella Bretch Reeds, husband and wife; and Rea B. Christie, single, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL)

Ben Huey
Notary Public.

My commission expires: 7-25-49

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Filed for record Feb. 9, 1948 at 10 AM and recorded in Book 150
Page 183 of Miscellaneous records of Cleveland County, Oklahoma.