

218040

OWNER'S CERTIFICATE AND RESTRICTIONS
OF
PENNINGTON HILLS SECOND ADDITION
WASHINGTON COUNTY, OKLAHOMA

(Being a Subdivision of part of Section Nine (9), Township
Twenty-six (26) North, Range Thirteen (13) East of the
Indian Meridian, in Washington County, State of Oklahoma)

KNOW ALL MEN BY THESE PRESENTS:

THAT, THE AMERICAN-FIRST TRUST COMPANY IN OKLAHOMA CITY, A CORPORATION, does hereby certify that it is the owner of, and the only corporation or corporations, person or persons, who have any right, title or interest in the land included and embraced in PENNINGTON HILLS SECOND ADDITION, now platted into Lots, Blocks, Streets and Easements, as shown on the Plat of PENNINGTON HILLS SECOND ADDITION, filed in Plat Envelope #227 of the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all of the Lots and Blocks included in the above described Plat, and for the further purpose of providing adequate restrictive covenants for the benefit of Owner and its successors in title to the aforesaid Lots, THE AMERICAN-FIRST TRUST COMPANY IN OKLAHOMA CITY, A CORPORATION, does hereby impose the following restrictions and reservations on all of Blocks Ten (10) to Fifteen (15), inclusive, PENNINGTON HILLS SECOND ADDITION, to which it shall be incumbent upon its successors in title to adhere, and any person or persons, corporation or corporations, hereafter becoming the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever of any Lot or Lots included in Blocks Ten (10) to Fifteen (15), inclusive, PENNINGTON HILLS SECOND ADDITION, shall take, hold and convey same subject to the following restrictions and reservations, to-wit:

(1) Only one (1) single-family detached residence, not to exceed two (2) stories in height, a servants' quarters not to exceed a floor area of three hundred (300) square feet, and a private garage for not more than three (3) cars, shall ever be constructed or erected on any of the Lots in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION above described.

(2) No building or structure of any sort may ever be placed, erected or used for business, professional, trade or commercial purposes on any portion of any Lot in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION.

(3) No trailer, basement, tent, shack, garage, servants' quarters, or other outbuildings, located on any Lot in Blocks Ten (10) to Fifteen (15), inclusive, PENNINGTON HILLS SECOND ADDITION, shall at any time be used as a main residence, temporary or permanent, nor shall any other structure of a temporary character be used as a main residence.

(4) All cows, horses, goats, sheep, ponies, mules, hogs, pigs, chickens or other fowl, are hereby prohibited and restricted from the use of any part of any Lot or Lots located in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION.

(5) No noxious or offensive trade or activity shall ever be carried on in any Lot in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION, nor shall anything ever be done thereon which will be or become an annoyance or nuisance to the neighborhood.

(6) No single-family residential building may be constructed on any Lot in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION unless the ground floor area of said single-family residence, exclusive of open porches, breezeways and attached garages be not less than seven hundred fifty (750) square feet.

(7) The exterior walls of the main residential building and

Owner's Certificate & Restrictions
of PENNINGTON HILLS SECOND ADDITION
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garage shall be constructed of brick, brick veneer, stucco, stone, stone veneer, masonry, wood siding, asbestos shingles, or other wood materials.

(8) No building, or any part thereof, shall ever be located nearer to the front lot line than twenty-five feet (25'). Moreover, no structure shall be located nearer than five feet (5') to any side lot line, except where the adjacent dwelling is seven feet (7') or more from said side lot line, then a minimum of three feet (3') setback from said side lot line is permissible. Provided, however, that where the whole or parts of two or more adjoining Lots are used for a single building site, then the aforesaid side lot line restrictions shall not apply on the two (2) or more contiguous sides of said Lots, and in lieu thereof shall apply to the exterior side boundary lines of the actual building site used. The aforesaid lot line or side boundary line restrictions shall also not apply to a detached garage or other outbuilding located seventy-five feet (75') or more from the front lot line of the Lot or building site on which said garage or outbuilding is erected, provided, however, that said garage or outbuilding must be at least one foot (1') from the nearest side lot line or side boundary line.

(9) No billboard or advertising sign shall ever be erected, placed or maintained on any Lot in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION, except for the sole purpose of advertising the sale of the Lot upon which the sign may be placed and in no event shall said sign exceed six (6) square feet in size.

(10) Subject to the reservation in favor of the owner hereinbelow, easements for public utility installations and maintenance are hereby reserved across the rear of certain Lots and along the side of certain Lots, and as designated in other places on the recorded plat of Blocks Ten (10) to Fifteen (15), inclusive, PENNINGTON HILLS SECOND ADDITION. The owner specifically reserves the right at any time hereafter to amend, extinguish, or vacate the aforesaid utility easements and rights-of-way as to all or any portion of the above described property.

(11) Should the owner and/or tenant of any Lot or Lots or building site in Blocks Ten (10) to Fifteen (15), inclusive, PENNINGTON HILLS SECOND ADDITION, violate any of the restrictive covenants and/or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein, after reasonable notice, then in such event any Owner of any building site in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION, may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the Lot or Lots or building site permitting the violation of such restriction and/or conditions shall pay all attorney fees, court costs and other necessary expenses incurred by the person instituting such legal proceedings to maintain and enforce the aforesaid restrictions and conditions, said attorney fees to be fixed by the court, and it is further agreed that the amount of said attorney fees, court costs and other expenses allowed and assessed by the court, for the aforesaid violation or violations, shall become a lien upon the land, as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action, so brought to enforce such restrictions, in the same manner as liens upon real estate, the procedure as to which is fixed by Statute.


(12) The covenants herein stated are to run with the land, and shall be binding on all parties and all persons claiming under them until December 31, 1983, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of three-fourths of the then Owners of the Lots in Blocks Ten (10) to Fifteen (15), inclusive, in PENNINGTON HILLS SECOND ADDITION, it is agreed to change such covenants in whole or in part. The intent hereof is that the covenants contained herein shall be perpetual but that an option is hereby granted the owners to change or revoke the same or any part thereof by a vote of three-fourths of the then owners in January, 1984, and a similar option is granted at the expiration of each ten (10) year period thereafter.

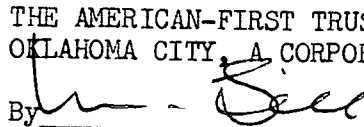
(13) Invalidation of any one of these covenants by judgment or

Owner's Certificate and Restrictions
of PENNINGTON HILLS SECOND ADDITION
Page Three

court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 30th day of June, 1953.

ATTEST

Assistant - Secretary

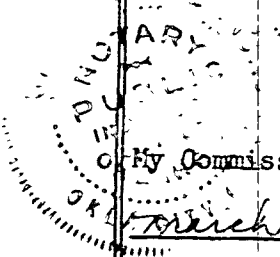
THE AMERICAN-FIRST TRUST COMPANY IN
OKLAHOMA CITY, A CORPORATION,
By 
Wm. Gill, Vice- President

STATE OF OKLAHOMA,
OKLAHOMA COUNTY, SS:

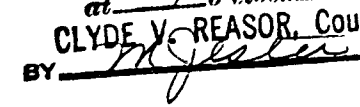
On this 30th day of June, 1953, before me, the undersigned, a Notary Public in and for said County and State, personally appeared WM. GILL, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice-President and acknowledged to 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.

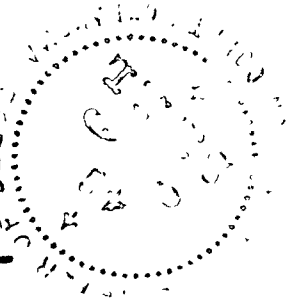
Given under my hand and seal the day and year last above written.


Notary Public



My Commission Expires:
March 15, 1956

STATE OF OKLAHOMA } SS
Washington County }
This instrument was filed for record
NOV 12 1953
at 4 o'clock P.M.
CLYDE V. REASOR, County Clerk
BY  DEPUTY



FIRST AMENDED RESTRICTIONS OF
PENNINGTON HILLS SECOND ADDITION
WASHINGTON COUNTY, OKLAHOMA

(Being a Subdivision of Part of Section Nine (9),
Township Twenty-six (26) North, Range Thirteen
(13) East of the Indian Meridian, in Washington
County, State of Oklahoma.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, prior to this date, THE AMERICAN-FIRST TITLE & TRUST COMPANY
IN OKLAHOMA CITY, a corporation, filed "Owner's Certificate and Restrictions of
PENNINGTON HILLS SECOND ADDITION, Washington County, Oklahoma," in Plat Envelope
No. 227 of the records of Washington County, Oklahoma; and

WHEREAS, the undersigned, AMERICAN-FIRST TITLE & TRUST COMPANY,
a corporation, formerly The American-First Trust Company in Oklahoma City,
does hereby certify that it is the owner of, and the only corporation or
corporations, person or persons, who have any right, title or interest in the
land included and embraced in PENNINGTON HILLS SECOND ADDITION.

NOW, THEREFORE, the undersigned Owner of all of PENNINGTON HILLS
SECOND ADDITION, Washington County, Oklahoma, does hereby Amend the above-
described Owner's Certificate and Restrictions, as follows:

FIRST: That the portion of the original Owner's Certificate and
Restrictions of PENNINGTON HILLS SECOND ADDITION, Washington County, Oklahoma,
recorded in Plat Envelope No. 227 of the records of Washington County, Oklahoma,
identified as paragraph (8), and the same is hereby entirely stricken out,
cancelled, vacated and entirely nullified, and the following paragraph (8) is
hereby substituted therefor as follows:

(8) No building, or any part thereof except open porches or car
ports, shall ever be located nearer to the front lot line than twenty-five feet
(25'). Moreover, no structure shall be located nearer than five feet (5') to
any side lot line, except where the adjacent dwelling is seven feet (7') or more
from said side lot line, then a minimum of three feet (3') setback from said
side lot line is permissible. Provided, however, that where the whole or parts
of two or more adjoining lots are used for a single building site, then the
aforesaid side lot line restrictions shall not apply on the two (2) or more
contiguous sides of said Lots, and in lieu thereof shall apply to the exterior
side boundary lines of the actual building site used. The aforesaid lot line
or side boundary line restrictions shall also not apply to a detached garage
or other out-building located seventy-five feet (75') or more from the front
lot line of the Lot or building site on which said garage or outbuilding
is erected, provided, however, that said garage or outbuilding must be at
least one foot (1') from the nearest side lot line or side boundary line.

SECOND: That, except as to the extent herein expressly set out,
the original Owner's Certificate and Restrictions of PENNINGTON HILLS SECOND
ADDITION, Washington County, Oklahoma, above-described, shall not be considered
as having been amended, changed, or otherwise modified by this instrument, but
subject to the terms and provisions hereof, shall continue in full force and
effect in accordance with the terms and provisions hereof.

THIRD: Invalidation of any of the covenants or provisions herein
contained by judgment or court order shall in no wise affect any of the other
covenants or provisions, which shall remain in full force and effect.

First Amended Restrictions of
PENNINGTON HILLS SECOND ADDITION
Washington County, Oklahoma
Page Two

IN WITNESS WHEREOF, the undersigned has executed this instrument
on the 27th day of May, 1954,

AMERICAN-FIRST TITLE & TRUST COMPANY,
a corporation,

By W. G. Gies
Vice-President

ATTEST:
Quone J. McKinnon
Asst. Secretary

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

On this 27th day of May, 1954, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wm. Hill, to me known to be the identical person who signed 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.

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

Madeline Bodine
Notary Public

My Commission Expires:
Nov. 12, 1955

STATE OF OKLAHOMA)
Washington County) SS
This instrument filed for record
MAY 28 1954
at 2:45 P.M.
CLYDE V. NELSON, County Clerk
BY W. G. Gies DEPUTY

ABSTRACT OF SECOND AMENDED RESTRICTIONS OF
PENNINGTON HILLS SECOND ADDITION
WASHINGTON COUNTY, OKLAHOMA

(Being a Subdivision of Part of Section Nine (9), Township
Twenty-six (26) North, Range Thirteen (13) East of the
Indian Meridian, in Washington County, State of Oklahoma.)

KNOW ALL MEN BY THESE PRESENTS:

THAT, prior to this date, THE AMERICAN-FIRST TITLE & TRUST
COMPANY IN OKLAHOMA CITY, a corporation, filed "Owner's Certificate
and Restrictions of PENNINGTON HILLS SECOND ADDITION, Washington
County, Oklahoma," in Plat Envelope No. 227 of the records of
Washington County, Oklahoma; and

WHEREAS, the undersigned, AMERICAN-FIRST TITLE & TRUST COMPANY,
a corporation, formerly The American-First Trust Company in Oklahoma
City, does hereby certify that it is the only corporation or corp-
orations, person or persons, who have the right to Amend the above
described Owner's Certificate and Restrictions in PENNINGTON HILLS
SECOND ADDITION.

NOW, THEREFORE, the undersigned does hereby Amend the above
described Owner's Certificate and Restrictions, as follows:

FIRST: That the portion of the original Owner's Certificate
and Restrictions of PENNINGTON HILLS SECOND ADDITION, Washington
County, Oklahoma, recorded in Plat Envelope No. 227 of the records
of Washington County, Oklahoma, shall now include an additional
paragraph identified as Paragraph (5a) as follows:

(5a) The West boundry of PENNINGTON HILLS SECOND ADDITION,
as now platted, shall be closed to vehicular and/or foot traffic.
And further, the West end of FLEETWOOD DRIVE, as now platted,
shall be closed to vehicular and/or foot traffic. And there will,
therefore, be no entry to nor exit from PENNINGTON HILLS SECOND
ADDITION from its West boundry.

SECOND: That, except as to the extent herein expressly set
out, the original Owner's Certificate and Restrictions of PENNINGTON
HILLS SECOND ADDITION, Washington County, Oklahoma, above-described,
shall not be considered as having been amended, changed, or other-
wise modified by this instrument, but subject to the terms and
provisions hereof, shall continue in full force and effect in
accordance with the terms and provisions hereof.

THIRD: Invalidation of any of the covenants or provisions
herein contained by judgment or court order shall in no wise affect
any of the other covenants or provisions, which shall remain in
full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument
on September 16, 1980.

(Signed)

AMERICAN-FIRST TITLE & TRUST COMPANY,
a corporation,

By

James B. Dixon

James B. Dixon, Vice President

ATTEST: (CORPORATE SEAL)

ACKNOWLEDGED

FILED

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CORPORATION ACKNOWLEDGMENT

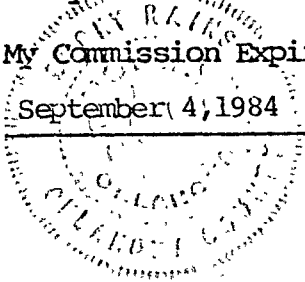
STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) SS

Before me, the undersigned, a Notary Public within and for said County and State, on this 16th day of September, 19 80, personally appeared JAMES B. DIXON, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice 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.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

September 4, 1984



Betty Rains
Notary Public

133 West Main
Oklahoma City, Ok. 73102

STATE OF OKLAHOMA }
Washington County } SS
This instrument was filed for record

CORPORATION ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public within and for said County and State, on this _____ day of _____, 19 _____, personally appeared _____, 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 _____ executed the same as _____ 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.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

Notary Public

SEP 17 1980
at 11 10
BEN J. ELLSWORTH, County Clerk
By M. S. [Signature] Deputy

CORPORATION ACKNOWLEDGMENT

STATE OF _____)
COUNTY OF _____) SS

Before me, the undersigned, a Notary Public within and for said County and State, on this _____ day of _____, 19 _____, personally appeared _____, 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 _____ executed the same as _____ 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.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

My Commission Expires:

Notary Public