

OWNER'S CERTIFICATE AND RESTRICTIONS
OF
PENNINGTON HILLS 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 ADDITION, now platted into Lots, Blocks, Streets and Easements, as shown on the Plat of PENNINGTON HILLS ADDITION, recorded in Plat Envelope No. 219 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 One (1) to Nine (9), inclusive, PENNINGTON HILLS 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 One (1) to Nine (9), inclusive, PENNINGTON HILLS 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 heights, 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 One (1) to Nine (9), inclusive, in PENNINGTON HILLS 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 One (1) to Nine (9), inclusive, in PENNINGTON HILLS ADDITION.

(3) No trailer, basement, tent, shack, garage, servants' quarters, or other outbuildings, located on any Lot in Blocks One (1) to Nine (9), inclusive, PENNINGTON HILLS 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 One (1) to Nine (9), inclusive, in PENNINGTON HILLS ADDITION.

(5) No noxious or offensive trade or activity shall ever be carried on in any Lot in Blocks One (1) to Nine (9), inclusive, in PENNINGTON HILLS ADDITION, nor shall anything ever be done thereon which shall be or become an annoyance or nuisance to the neighborhood.

(6) No single-family residential building may be constructed on any Lot in Blocks One (1) to Nine (9), inclusive, in PENNINGTON HILLS 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 garage

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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 lines 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 One (1) to Nine (9), inclusive, in PENNINGTON HILLS 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 One (1) to Nine (9), inclusive, PENNINGTON HILLS 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 One (1) to Nine (9), inclusive, PENNINGTON HILLS 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 One (1) to Nine (9), inclusive, in PENNINGTON HILLS 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 One (1) to Nine (9), inclusive, in PENNINGTON HILLS 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 on 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 court

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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 18th day of May, 1953.



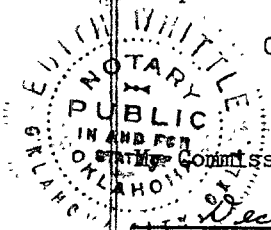
W. C. Bohannon
Asst. Secretary

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

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

On this 18th day of May, 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.



Commission Expires:
Dec 12, 1955

Edith Whittle
Notary Public

STATE OF OKLAHOMA } SS
Washington County }
This instrument was filed for record
MAY 20 1953
at 11:50 o'clock A.M.
CLYDE V. REASOR, County Clerk
BY Reasor DEPUTY

FIRST AMENDED RESTRICTIONS OF
PENNINGTON HILLS ADDITION
WASHINGTON COUNTY, OKLAHOMA

STATE OF OKLAHOMA
Washington County
This instrument is for record
SEP 20 1953
CLYDE V. PRASOR, County Clerk
BY: *[Signature]* DEPUTY

(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 TRUST COMPANY IN
OKLAHOMA CITY, a corporation, filed "Owner's Certificate and Restrictions of
PENNINGTON HILLS ADDITION, Washington County, Oklahoma," dated May 18, 1953,
and recorded May 20, 1953, in Book 279 at page 298 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 ADDITION.

NOW, THEREFORE, the undersigned Owner of all of PENNINGTON HILLS
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 ADDITION, Washington County, Oklahoma,
recorded in Book 279 at page 298 of the records of Washington County, Oklahoma,
identified as paragraphs (1) and (6) be, and the same are hereby entirely
stricken out, cancelled, vacated and entirely nullified, and the following
paragraphs (1) and (6) are hereby substituted therefor as follows:

"(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 One (1) to Nine
(9), inclusive, in PENNINGTON HILLS ADDITION,
Washington County, Oklahoma, EXCEPT as follows:

A one (1) single-family detached residence, or
a two-family duplex 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, in the case of the
single-family detached residence, and for not
more than four (4) cars, in the case of the
two-family duplex, may be erected or constructed
on any of the Lots in Block One (1), and on
Lots One (1), Two (2), and Nineteen (19) to
Thirty-two (32), both inclusive, in Block Two
(2), in said PENNINGTON HILLS ADDITION, above
described."

"(6) No single-family residential building may be
constructed on any lot in Blocks One (1) to
Nine (9), inclusive, in PENNINGTON HILLS

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ADDITION, unless the ground floor area of said single-family residence, exclusive of open porches, breeze-ways, and attached garages, be not less than seven hundred fifty (750) square feet, except that on Lots Six (6) to Twenty-four (24) both inclusive, in Block Six (6), on Lots Two (2) to Twenty-five (25), both inclusive, in Block Seven (7), on Lots One (1) to Eleven (11), both inclusive, in Block Eight (8), and on Lots Four (4) to Seventeen (17), both inclusive, in Block Nine (9), the ground floor area of said single-family residence, exclusive of open porches, breeze-ways, and attached garages, may be not less than seven hundred (700) square feet."

SECOND: That, except as to the extent herein expressly set out, the original Owner's Certificate and Restrictions of PENNINGTON HILLS 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.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 29th day of August, 1953.

AMERICAN-FIRST TITLE & TRUST COMPANY,
a corporation,

By W. Bice
~~W. Bice~~-President

ATTEST:

Luane McKinnon
Asst. Secretary

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

On this 29th day of August, 1953, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Wm. Bice, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its ~~Wm. Bice~~-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.

Mary E. Lenton
Notary Public

My Commission Expires:

Aug. 28-1955

