

OWNER'S CERTIFICATE AND RESTRICTIONS  
OF  
PENNINGTON HILLS THIRD 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 TITLE & 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 THIRD ADDITION, now platted into Lots, Blocks, Streets and Easements as shown on the Plat of PENNINGTON HILLS THIRD ADDITION, filed in Plat Envelope No. 235 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 TITLE & TRUST COMPANY IN OKLAHOMA CITY, A CORPORATION, does hereby impose the following restrictions and reservations on all of Blocks Sixteen (16) to Twenty-one (21) inclusive, PENNINGTON HILLS THIRD 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 Sixteen (16) to Twenty-one (21), inclusive, PENNINGTON HILLS THIRD 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 Sixteen (16) to Twenty-one (21), inclusive, in PENNINGTON HILLS THIRD 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 Sixteen (16) to Twenty-one (21), inclusive, in PENNINGTON HILLS THIRD ADDITION.

(3) No trailer, basement, tent, shack, garage, servants' quarters, or other outbuildings, located on any lot in Blocks Sixteen (16) to Twenty-one (21), inclusive, PENNINGTON HILLS THIRD 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 Sixteen (16) to Twenty-one (21) inclusive, in PENNINGTON HILLS THIRD ADDITION.

(5) No noxious or offensive trade or activity shall ever be carried on in any Lot in Blocks Sixteen (16) to Twenty-one (21), inclusive, in PENNINGTON HILLS THIRD 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 Sixteen (16) to Twenty-one (21), inclusive, in PENNINGTON HILLS THIRD 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 shall be constructed of brick, brick veneer, stucco, stone, stone veneer, masonry, wood siding, asbestos shingles, or other wood materials.

Owner's Certificate & Restrictions  
of PENNINGTON HILLS THIRD ADDITION  
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(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 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.

(9) No billboard or advertising sign shall ever be erected, placed or maintained on any Lot in Blocks Sixteen (16) to Twenty-one (21), inclusive, in PENNINGTON HILLS THIRD 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 Sixteen (16) to Twenty-one (21), inclusive, PENNINGTON HILLS THIRD ADDITION. The owner specifically reserves the right at any time hereafter to amend, extinguish, or vacate the aforesaid utility easements and rights-of-ways 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 Sixteen (16) to Twenty-one (21), inclusive, PENNINGTON HILLS THIRD 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 Sixteen (16) to Twenty-one (21) inclusive, in PENNINGTON HILLS THIRD 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, courts 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 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 Block/Sixteen (16) to Twenty-one (21) inclusive, IN PENNINGTON HILLS THIRD 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.

Owner's Certificate and Restrictions  
of PENNINGTON HILLS THIRD ADDITION  
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(13) 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.

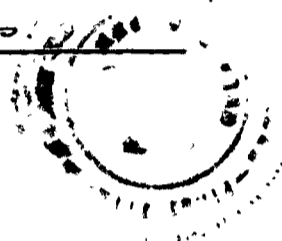
IN WITNESS WHEREOF, the undersigned has executed this instrument on the 29th day of April 1954.

THE AMERICAN-FIRST TITLE & TRUST COMPANY IN  
OKLAHOMA CITY, A CORPORATION

ATTEST:

D.H. Tumilty  
Secretary

By Wm. Gill President



STATE OF OKLAHOMA  
OKLAHOMA COUNTY

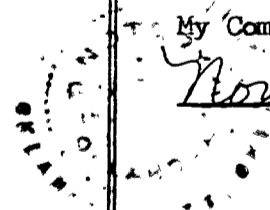
SS:

On this 29th day of April, 1954, 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 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.

Nadine Bodine  
Notary Public

My Commission Expires:  
Nov. 12, 1955



STATE OF OKLAHOMA }  
Washington County } SS  
This instrument was filed for record  
MAY 5 1954  
at 8:15 o'clock P.M.  
CLYDE V. REASOR, County Clerk  
BY [Signature] DEPUTY

FIRST AMENDED RESTRICTIONS OF  
PENNINGTON HILLS THIRD 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 THIRD ADDITION, Washington County, Oklahoma," in Plat Envelope No. 235 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 THIRD ADDITION.

NOW, THEREFORE, the undersigned Owner of all of PENNINGTON HILLS THIRD 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 THIRD ADDITION, Washington County, Oklahoma, recorded in Plat Envelope No. 235 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 THIRD 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  
SPRINGINGTON HILLS THIRD ADDITION  
Washington County, Oklahoma  
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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. Gill  
Vice-President

ATTEST:  
Charles J. M. Kimmon  
Asst. Secretary

STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

On this 27 day of May, 1954, 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.

Nadine Bodine  
Notary Public

MY COMMISSION EXPIRES:  
Nov. 12, 1955

STATE OF OKLAHOMA, SS  
Washington County  
This instrument for record  
MAY 28 1954  
at 245  
CLYDE V. REASOR, County Clerk  
BY [Signature] DEPUTY

ABSTRACT OF SECOND AMENDED RESTRICTIONS OF  
PENNINGTON HILLS THIRD 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 THIRD ADDITION, Washington  
County, Oklahoma." in Plat Envelope No. 235 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  
THIRD 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 THIRD ADDITION, Washington  
County, Oklahoma, recorded in Plat Envelope No. 235 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 THIRD ADDITION, as  
now platted, shall be closed to vehicular and/or foot traffic.  
And further, the West end of Brookline Drive, as now platted, shall  
be closed to vehicular and/or foot traffic. And there will, there-  
fore, be no entry to nor exit from PENNINGTON HILLS THIRD 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 THIRD 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.

ATTEST: (CORPORATE SEAL)

ACKNOWLEDGED

FILED

(Signed)

AMERICAN-FIRST TITLE & TRUST COMPANY,  
a corporation,

By

*James B. Dixon*  
James B. Dixon, Vice President

76502

BOOK 745 PAGE 630

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

Becky Rains  
Notary Public

133 West Main  
Oklahoma City, Ok 73102

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

CORPORATION ACKNOWLEDGMENT

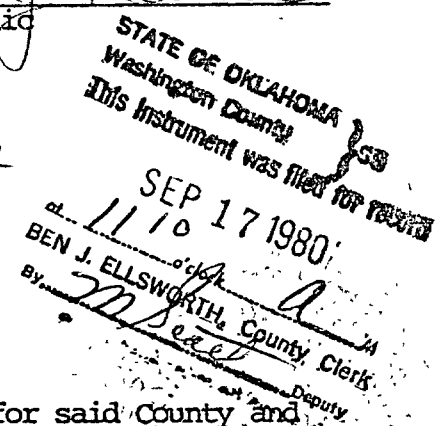
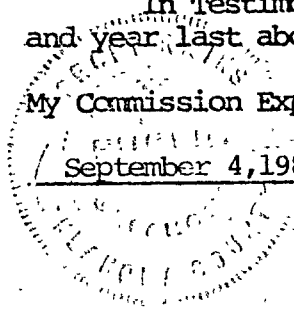
STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

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



BOOK 745 PAGE 631