

~~ABSTRACT~~ OWNER'S CERTIFICATE AND  
RESTRICTIONS OF KENILWORTH ADDITION,  
WASHINGTON COUNTY, OKLAHOMA.

KNOW ALL MEN BY THESE PRESENTS:

That KENILWORTH DEVELOPMENT COMPANY, an Oklahoma General Partnership Firm, composed of JIM DIAMOND, INC., an Oklahoma Corporation, and CLOTHIER DEVELOPMENT CO., INC., an Oklahoma Corporation, does hereby certify that it is the owner of and the only partnership, corporation, person or persons who has any right, title or interest in the land included and embraced in KENILWORTH ADDITION, now platted into lots, blocks, streets and easements, as shown on the plat of KENILWORTH ADDITION, recorded in Plat Envelope 324, in the records of Washington County, Oklahoma.

For the purpose of providing an orderly development of all the lots and blocks included in the above described plat, and for the further purpose of providing adequate restrictive covenants for the benefit of the owners and their successors in title to the aforesaid lots, KENILWORTH DEVELOPMENT COMPANY, does hereby impose the following Restrictions and Reservations on all of said Kenilworth Addition to which it shall be incumbent upon its successors in title to adhere, and any person or persons, corporation or corporations, hereafter become the owner or owners, either directly or through any subsequent transfer, or in any manner whatsoever, of any lot or lots included in Kenilworth Addition, shall take, hold and convey same subject to the following Restrictions and Reservations, to-wit:

1. All lots in said Addition shall be used exclusively for residential purposes, and no composition asphalt type shingles, strip type, tee lock, or other type of asphalt shingle shall be used as roofing material for any residence in Kenilworth Addition, and no residence or other structure shall be used, either in whole or in part, as a professional office, shop, school or studio, or for the conduct of any business or trade. All outside electrical wiring, including telephone cable shall be placed underground.
2. A building site or lot may be one lot or more than one lot, but not less than one lot.
3. No structure shall be erected, placed or permitted to remain on any building plot other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, and garden shelter.
4. Prior to January 1, 1980, no building shall be erected, placed or altered on any building plot in the Addition until the building plans, specifications and plot plan showing the proposed location of such building shall have been approved in writing, by Jim Diamond, Inc., and/or Clothier Development Co., Inc., as to conformity and harmony of external design and materials with other structures in the Addition, and as to location of the building with respect to topography and finished ground elevation.
5. Prior to January 1, 1980, each residence constructed in the Addition shall be built by a builder who shall be approved in writing by Jim Diamond, Inc., and/or Clothier Development Co., Inc.

6. The outside foundation line of any part of any building, including porches, garages, car ports, bay windows, chimneys, etc., shall not be placed nearer than the building set-back line or side street easement, as shown on the recorded plat of Kenilworth Addition, nor nearer than ten feet from any side line of the building lot.

7. Any plot that abuts more than one street shall be deemed to front on each street abutted and any residence erected upon such a plot in the Addition shall have a presentable frontage on each abutting street.

8. No nuisance shall be committed upon any lot and fowl or other animals that may be offensive or annoying to the neighborhood shall not be kept in the Addition.

9. No trailer, basement, tent, garage, or other building shall be at any time used as a residence.

10. No building shall be moved from another location onto the Addition.

11. Any dwelling erected in the Addition shall have a minimum of 1800 square feet of living area, exclusive of breezeways, porches, and attached garages, walks, patios or balconies.

12. Easements for public utility installations and maintenance are hereby reserved where shown in the recorded plat of the Addition.

13. On each single family residential plot no fence, whether ornamental or otherwise, shall be erected nearer to the street than the building set-back line limits as shown on the recorded plat of the Addition.

14. No billboard or advertising sign shall be erected or maintained except for the sole purpose of advertising the sale of the lot upon which the sign may be placed and such sign shall not exceed six square feet in area.

15. If the owner or tenant of any lot or lots in KENILWORTH ADDITION shall violate any of the restrictive covenants contained herein, and thereafter refuse to correct the same and to abide by said restrictions, the owner of any lot or building site in the Addition may institute legal proceedings to enjoin, abate and/or correct such violation or violations, and the owner of the lot or building site permitting the violation of such restriction shall pay all attorney fees, court costs and other expenses incurred by the person instituting such legal proceedings, said attorney fees to be fixed by the court. The amount of said attorney fees, court costs and other expenses allowed and assessed by the court 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.

16. These restrictive covenants are to run with the land and shall be binding on all parties and all persons until January 1, 1980, at which time said covenants shall be automatically extended for successive periods of fifteen years unless by vote of a majority of the then owners of the lots or building sites it is agreed to change said covenants in whole or in part.

17. Invalidation of any of these covenants by judgment or by 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 have executed this instrument on this 16<sup>th</sup> day of December, 1964.

KENILWORTH DEVELOPMENT COMPANY,  
an Oklahoma General Partnership

By: JIM DIAMOND, INC., a General Partner

By: James L. Diamond  
James L. Diamond, President

ATTEST: [Signature]  
Secretary

By: CLOTHIER DEVELOPMENT CO., INC., a General Partner

By: D. B. Clothier  
D. B. Clothier, President

ATTEST: [Signature]  
Secretary

STATE OF OKLAHOMA, COUNTY OF WASHINGTON, SS:

Before me, the undersigned, a Notary Public in and for said county and state, on this 16<sup>th</sup> day of December, 1964, personally appeared James L. Diamond to me known to be the identical person who subscribed the name of the maker thereof to the 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 such corporation, for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My commission expires: March 8, 1966

STATE OF OKLAHOMA, COUNTY OF WASHINGTON, SS:

Before me, the undersigned, a Notary Public in and for said county and state, on this 16<sup>th</sup> day of December, 1964, personally appeared D. B. Clothier, to me known to be the identical person who subscribed the name of the maker thereof to the 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 such corporation, for the uses and purposes therein set forth.

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

[Signature]  
Notary Public

My commission expires: March 8, 1966

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

JAN 6 1965

at 1:30 'clock .....M  
PAUL STUMPF, County Clerk  
BY [Signature] Deputy