

233375

OWNER'S CERTIFICATE AND RESTRICTIONS
OF
PENNINGTON HILLS FIFTH 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 FIFTH ADDITION, now platted into Lots, Blocks, Streets and Easements as shown on the Plat of PENNINGTON HILLS FIFTH ADDITION, filed in Plat Envelope No. 265 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 Thirty-three (33) to Forty (40) inclusive, PENNINGTON HILLS FIFTH 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 Thirty-three (33) to Forty (40) inclusive, PENNINGTON HILLS FIFTH 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 Thirty-three (33) to Forty (40) inclusive, in PENNINGTON HILLS FIFTH 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 Thirty-three (33) to Forty (40) inclusive, in PENNINGTON HILLS FIFTH ADDITION.

(3) No trailer, basement, tent, shack, garage, servants' quarters, or other outbuildings, located on any lot in Blocks Thirty-three (33) to Forty (40) inclusive, PENNINGTON HILLS FIFTH 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 Thirty-three (33) to Forty (40) inclusive, in PENNINGTON HILLS FIFTH ADDITION.

(5) No noxious or offensive trade or activity shall ever be carried on in any Lot in Blocks Thirty-three (33) to Forty (40) inclusive, in Pennington Hills Fifth 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 Thirty-three (33) to Forty (40) inclusive, in PENNINGTON HILLS FIFTH ADDITION unless the ground floor area of said single-family residence, exclusive of open porches, breezeways and attached garages be not less than eight hundred fifty (850) 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.

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(8) No building, or any part thereof, except open porches or car ports, shall ever be located near 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 of side boundary line.

(9) No billboard or advertising sign shall ever be erected, placed or maintained on any Lot in Blocks Thirty-three (33) to Forty (40) inclusive, in PENNINGTON HILLS FIFTH 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) 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 Thirty-three (33) to Forty (40) inclusive, PENNINGTON HILLS FIFTH ADDITION. The owner specifically provides that the right of ingress, egress and use of these easements shall also run and extend to the present mineral lease owners of record or their assigns.

(11) Any of the Blocks Thirty-three (33) to Forty (40) inclusive, PENNINGTON HILLS FIFTH ADDITION, may be platted or re-platted, including the realignment of streets and easements, providing there is an approval in writing of all of the then owners of such Blocks as may be affected in PENNINGTON HILLS FIFTH ADDITION.

(12) Should the owner and/or tenant of any Lot or building site in Blocks Thirty-three (33) to Forty (40) inclusive, PENNINGTON HILLS FIFTH 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 Thirty-three (33) to Forty (40), inclusive, in PENNINGTON HILLS FIFTH 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 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.

(13) 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 Thirty-three (33) to Forty (40), inclusive, in PENNINGTON HILLS FIFTH 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.

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

IN WITNESS WHEREOF, the undersigned has executed this instrument on the 14 day of Aug 1956.

ATTEST: THE AMERICAN-FIRST TITLE & TRUST COMPANY
A corporation

Christine Landrum BY R. R. Green
Asst Secretary Vice-President

STATE OF OKLAHOMA SS
OKLAHOMA COUNTY

On this 14 day of Aug 1956, before me, the undersigned, a Notary Public in and for said County and State, personally appeared R. R. Green to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as it 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.

Mary E. Jentzen
Notary Public

My Commission Expires:
Aug. 28 - 1959

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

OCT 11 1956
at 11 30 o'clock 9 AM
O. E. CREWS, County Clerk
BY L. Kesson Deputy

