

WEDGEWOOD DEVELOPMENT
CORPORATION,

#331208
PLAT AND DEDICATION
Dated: Jan 18, 1974
Filed: Mar 18, 1974 at 11:45 AM
In the office of the County Clerk
In and for Tulsa County, Oklahoma

-to-

THE PUBLIC

PLAT NO. 3497

WEDGEWOOD II

An addition to the city of Broken Arrow, Tulsa County, State of Oklahoma, located in a part of the NW1/4 of Section 15, T-18-N, R-14-E.

OWNER'S CERTIFICATE OF DEDICATION AND BILL
OF ASSURANCE/EASEMENT GRANT.

KNOW ALL MEN BY THESE PRESENTS:

THAT WEDGEWOOD DEVELOPMENT CORPORATION, an Oklahoma corporation, being the sole owner of the following described real property situated in Tulsa County, State of Oklahoma, to-wit:

A tract of land in the NW1/4 of Section 15, T-18-N, R-14-E, of the Indian Base and Meridian, in the City of Broken Arrow, Tulsa County, State of Oklahoma, described by metes and bounds as follows:

BEGINNING at the Southwest corner of the NW1/4 of Section 15, T-18-N, R-14-E, Tulsa County, Oklahoma; THENCE N 0°00'12" W along the West line of Section 15 a distance of 1,620 feet; THENCE due East 878.93 feet; THENCE along a curve to the right with a central angle of 25° and a radius of 925 feet a distance of 403.61 feet; THENCE S. 65° E a distance of 200.53 feet; THENCE S. 25° W a distance of 50.00 feet; THENCE along a curve to the left with a central angle of 40° 00' and a radius of 1,460 feet a distance of 1,019.27 feet; THENCE along a curve to the right with a central angle of 15° 00' and a radius of 1,480.00 feet a distance of 387.46 feet; THENCE due South 24.08 feet to a point on the South line of the NW1/4 of Section 15; THENCE S. 89°56'56" W along the South line of said NW1/4 a distance of 1,393.75 feet to the point of beginning; and containing 49.6408 acres, more or less,

hereby certifies that it has caused to be surveyed into blocks, lots, streets and avenues in conformity to the annexed plat which it hereby adopts as the plat of the above described land under the name of "WEDGEWOOD II", an addition to the City of Broken Arrow, Tulsa County, State of Oklahoma.

The undersigned WEDGEWOOD DEVELOPMENT CORPORATION, an Oklahoma corporation, hereby dedicates for public use all the streets as shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated, and hereby relinquishes any and all right of vehicular ingress and egress from any property or properties lying adjacent to South 145th East Avenue within the bounds designated as "Limits of No Access" as shown on the attached plat, which "Limit of No Access" or any part or portion thereof may be modified, amended or revised with the approval of the City Engineer of the Planning Commission of the City of Broken Arrow, Oklahoma.

For the purpose of providing an orderly development of the above described real property, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of itself and its successors in title to all lots situated within said "WEDGEWOOD II ADDITION", the undersigned, WEDGEWOOD DEVELOPMENT CORPORATION, an Oklahoma corporation, does hereby impose the following restrictions, protective covenants and reservations, and does hereby create the following easement

WEDGEWOOD II Amended Covenant

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Page Divisions Here May Not Match Original Copy

- 2 -

to which it shall be incumbent upon its successors in title to all of said lots and any interest therein to adhere, to-wit:

A. All lots in this Addition shall be known, described and used as residential lots, with the exception of Lot 18, Block 5, which may be used for public or private park uses and park facilities. No structure exceeding two stories in height shall be erected, altered, placed or permitted to remain on any lot within this addition. All residential dwellings must have a private garage, providing space for no less than two cars, such garage to be attached to the residence. No structure shall be erected, altered, placed or permitted to remain on any lot within this Addition other than one detached single family dwelling.

B. No building or parts thereof, except open porches and terraces shall be constructed and maintained on any lot in the Addition nearer to the front or side street lot lines than the building lines established on the recorded plat of said Addition. No building shall be erected or maintained nearer to the front or side street lines than the building setback lines shown on the attached plat nor nearer than five (5) feet to any interior lot line. All garages, servant quarters, etc., shall be attached to the residential dwelling, **EXCEPT detached tool sheds and hobby rooms may be used as long as they are consistent with city code requirements. [amended 12/30/98]**

C. The exterior of all structures erected on any lot in this Addition shall be constructed of not less than fifty percent (50%) brick, stone or stucco. Exterior walls shall be so constructed that no concrete stem walls will be exposed to view.

D. Self-seal composition shingles will be permitted on roofs, as long as they are not less than 235#. No roof pitch shall be lower than 2 1/2-12 on any structure erected on any lot, unless architectural design of such structure designates a mansard roof.

E. No one story residential dwelling shall be erected on any lot in this Addition which has less than 1,500 square feet in area, exclusive of garage, basement and open porches. No two story or one and one-half story residential dwelling shall be erected on any lot in this Addition which has less than 1,000 square feet in area on the ground or main floor, nor less than 700 square feet in area on the second floor, exclusive of open porches and balconies.

F. No noxious or offensive trade or activity shall be carried on upon any lot in this Addition, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No animal livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial use.

G. No trailer, basement, tent, shack garage, barn or other out-building erected or placed in this Addition shall at any time be used as a residence, temporarily or permanently. No structure may be occupied temporarily or permanently as a dwelling on any lot in this Addition until construction of said structure has been fully completed.

H. No structure previously used or erected shall be moved onto any lot in this Addition.

I. No fence, whether ornamental or otherwise, shall be erected nearer to the front lot line than the 25 foot building line or nearer to the side street lot line than the side street building line, shown on the recorded plat, EXCEPT, that the undersigned WEDGEWOOD DEVELOPMENT CORPORATION, or its successor may erect a fence along all or any portion of the westerly and southerly boundaries of this Addition.

J. In connection with the installation of underground electric services, all lots in the Addition are subject to the following provisions which are enforceable by Public Service Co. and General Telephone Co., to-wit:

a) Overhead pole lines for the supply of electric or telephone service may be located along the Westerly and Southerly boundaries of this Addition, but elsewhere throughout the Addition all such supply lines shall be located underground, in the easement-ways for general utility services shown on the attached plat. Street light poles or standards shall be served by the underground cable. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

(b) Underground service cables to all houses which may be located on all lots in this Addition may be run from the nearest service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each lot; provided that upon the installation of such a service cable to a particular house the supplier of electric service shall thereafter be deemed to have a definite, permanent, effective, and exclusive right-of-way easement on said lot, covering a five (5) foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

(c) The supplier of electric or telephone service, through its proper agents and employees, shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electrical facilities so installed by it.

(d) The owner of each lot shall be responsible for the protection of the underground electric or telephone facilities located on his property, and shall prevent the alteration of grade or any construction activity which may interfere with said electric or telephone facilities. Repairs or cost of relocation required by violation of this covenant shall be paid for by the owner of the lot. The foregoing covenant shall be enforceable by the supplier of the electric and telephone service, and the Owner of each lot agrees to be bound hereby.

K [new article, 12/30/98 Mandatory membership in Wedgewood Homeowners Association.]

All of the lots or parcels contained in Wedgewood II shall be subject to mandatory membership in the Wedgewood Homeowners Association, an Oklahoma corporation, and shall be bound by the Certificate of Incorporation and Bylaws of Wedgewood Homeowners Association, including the payment of mandatory annual dues established by said Wedgewood Homeowners Association. The parties hereto grant to (recognize) Wedgewood Homeowners Association the right to enforce any other restrictive covenant currently in effect relating to Wedgewood II addition. Wedgewood Homeowners Association and/or any individual property owner may exercise any and all appropriate legal or equitable remedies against the real property of any person failing to pay the mandatory dues each year, and can maintain a suit in the District Court of Tulsa County for the purpose of collection of those mandatory dues. The prevailing party in any such lawsuit shall be entitled to their costs of action, including a reasonable attorney fee.

The above described restrictions and protective covenants, and each of them, are to run with the land, and shall be binding on all parties and all persons claiming under them until January 1, 1999, at which time said restrictions and protective covenants shall be automatically extended for successive periods of ten (10) years each; PROVIDED, HOWEVER, after January 1, 1999, the then owners of a majority of all lots in the Addition may amend, modify or vacate said restrictions and protective covenants either in whole or in part, which amendment, modification or vacation shall be evidenced by a recordable instrument in writing, signed by the then owners of a majority of all lots in this Addition and duly filed for record in the Office of the County Clerk of Tulsa County, Oklahoma.

If any present or future owner or occupant of any lot in this Addition or his, her, their or its heirs, legal and personal representatives, grantees, successors or assigns shall violate or attempt or threaten to violate any of the restrictions and protective covenants herein, it shall be lawful for any person or persons

or legal entity owning any interest in any real property situated in this Addition to prosecute any proceedings at law or in equity against the person or persons or legal entity violating or attempting to violate any such restrictions or protective covenants, and either prevent him, her, them or it from so doing, or to secure damages or other dues for each and every violation, or both. Each successful party in the prosecution or defense of any such litigation shall be entitled to reasonable attorney's fees, for the prosecution or defense of such litigation, said fees to be established and awarded by the court having jurisdiction over said litigation.

Invalidation of any one of the within and foregoing restrictions or protective covenants by final judgment of court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

The undersigned WEDGEWOOD DEVELOPMENT CORPORATION, an Oklahoma corporation, hereby dedicates to the public for use forever easements and rights-of-way as shown and designated on the accompanying plat for the several purposes of constructing, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm and sanitary sewers, telephone lines, electric power lines and transformers, gas lines and water lines, cable television, together with all fittings and equipment for each of such facilities including the poles, wires, conduits, pipes, valves, meters and any other appurtenances thereto with the right of ingress and egress to said easements and rights-of-way for the uses and purposes aforesaid, together with similar rights in any and all of the streets shown on said plat, PROVIDED, HOWEVER, that the undersigned, WEDGEWOOD DEVELOPMENT [CORPORATION], an Oklahoma corporation, hereby reserves unto itself or its successor, the right to construct, maintain, operate, lay and relay water lines, and sewer lines, together with the right of ingress and egress for said construction, maintenance, operation, laying and relaying over, across and along all strips of land included within the easements shown therein, both for the purpose of furnishing water and/or sewer service to the area included in said plat and/or to any other areas.

This Certificate of Dedication, Bill of Assurance and Easement Grant shall be binding upon the undersigned, its successors and assigns, and upon all future owners of any interest in any lot within said Addition.

IN WITNESS WHEREOF, the undersigned, WEDGEWOOD DEVELOPMENT CORPORATION, an Oklahoma corporation, has caused this Certificate of Dedication, Bill of Assurance and Easement Grant to be duly executed by its President and attested by its Secretary and its seal affixed hereto this 18th day of January, 1974.

(CORP. SEAL)
ATTEST: Charles L. Higgins
Secretary

WEDGEWOOD DEVELOPMENT CORPORATION
An Oklahoma Corporation
By Barry M. Koonce
President

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) SS.

Acknowledged Jan. 18, 1974
By Barry M Koonce, President
Before Josephine T. Stephens, Notary Public
(SEAL) Comm. Exp: Mar. 30, 1977.

CERTIFICATE OF SURVEY

I, Phillip G. Smith, a Registered Land Surveyor in the State of Oklahoma, do hereby certify that I have carefully and accurately surveyed, subdivided, staked and platted the tract of land described above into lots, blocks and streets, and that the above plat designated as "WEDGEWOOD II", an Addition to the City of Broken Arrow, Tulsa County, State of Oklahoma, is a true and correct representation of said survey.

WITNESS my hand and seal this 6th day of December, 1973.

HAMMOND ENGINEERING COMPANY
By Phillip G. Smith

(SEAL)

Registered Land Surveyor

STATE OF OKLAHOMA,)
COUNTY OF TULSA,)

Acknowledged Dec. 6, 1973
By Phillip G. Smith, Registered Land Surveyor
Before Adrian Smith, Jr., Notary Public
(SEAL) Comm. Exp: Mar. 2, 1976

CERTIFICATE OF APPROVAL

I hereby certify that this plat was approved by the Broken Arrow Planning Commission on 11-8-73.

Billy Grant, Secretary

CERTIFICATE

Pursuant to S.B. 113, O.S.L. 1951, I hereby certify that as to all real estate involved in this plat, all taxes have been paid as reflected by the current tax rolls and security has been provided for 1974 taxes not as yet certified to me.

Dated 2-18-74.

(SEAL)

John F. Cantrell, J.R.
County Treasurer of
Tulsa County, Oklahoma