

425535 PLAT # 3588
Dated : August 20 1975
Filed: August 21; 1975 at 3:36pm

WEDGEWOOD III:

"AN ADDITION TO THE CITY OF BROKEN ARROW, TULSA COUNTY, OKLAHOMA" PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION FIFTEEN (15), TOWNSHIP EIGHTEEN (18) NORTH, RANGE FOURTEEN (14) EAST, TULSA COUNTY, OKLAHOMA

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 Tulsa County, Oklahoma, more particularly described as follows:

BEGINNING at a point on the West line of said NW1/4 of Section 15, 1,015.93 feet South of the Northwest corner thereof, said point being the Northwest corner of WEDGEWOOD II an addition to the City of Broken Arrow, Tulsa County, Oklahoma, according to the recorded plat thereof; thence N 0° 00' 12" W. along the West line of Section 15, a distance of 119.93 feet; THENCE N 89° 53'54" E. parallel to the North line of Section 15, a distance of 1257.81 feet; THENCE S 24° 15' 56" E. a distance of 98.35 feet; THENCE S 63° 00' 00" E. a distance of 181.02 feet; THENCE Northeasterly along a curve to the right having an initial tangent of N 42° 45' 43" E. and a radius of 330 feet a distance of 70.49 feet; THENCE S 35° 00' 00" E. a distance of 204.46 feet; THENCE N 44° 08' 53" E. a distance of 266.05 feet; THENCE N 9° 27' 44" E. a distance of 117.28 feet; THENCE S 80° 48' 52" E. a distance of 178.31 feet; THENCE Southerly along a curve to the right having an initial tangent of 9° 11' 08" W and a radius of 600 feet, a distance of 14.43 feet; THENCE Due East 170.17 feet; THENCE S 76° 32' 47" E. a distance of 120.56 feet; THENCE S 60° 55' 16" E. a distance of 177.06 feet; THENCE N 19° 22' 17" E. a distance of 75.37 feet; THENCE Due East a distance of 167.94 feet to a point on the East line of the NW1/4 of Section 15, a distance of 1,667.65 feet North of the Southeast corner thereof; THENCE S 0° 14' 13" W. a distance of 1,667.65 feet to the Southeast corner of the NW1/4 of Section 15; THENCE S 89° 56' 56" W, along the South line of said NW1/4 of Section 15 a distance of 1,247.13 feet to the Southeast corner of WEDGEWOOD II; THENCE Due North a distance of 24.08 feet; THENCE Northwesterly along a curve to the left having a radius of 1,480 feet a distance of 387.46 feet; THENCE Northerly along a curve to the right having a radius of 1,460 feet a distance of 1,019.27 feet; THENCE N 25° E. a distance of 50 feet; THENCE N 65° W. a distance of 200.53 feet; THENCE Westerly along a curve to the left having a radius of 925 feet a distance of 403.61. feet; THENCE Due West a distance of 878.93 feet to the point of beginning, containing 52.865 acres, more or less,

hereby certifies that it has caused the same 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 III," an Addition to the City of Broken Arrow, Tulsa County, state of Oklahoma.

WEDGEWOOD III Amended Covenant

Reprinted By Wedgewood Home Owners Assoc.; Jan 1999

Page Divisions Here May Not Match Original Copy

- 2 -

The undersigned WEDGEWOOD DEVELOPMENT CORPORATION, an Oklahoma corporation, hereby dedicates for public use all the streets shown on said plat and does hereby guarantee clear title to all of the land that is so dedicated.

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 III 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 easements 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. 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 not 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. Nothing herein however, shall prohibit the use of the areas designated on the plat as Reserve A, Reserve B and Reserve C for park purposes and/or park facilities, and shall not prohibit the use of the area designated on the plat as Reserve D for a public pedestrian walkway and/or a public service company easement.

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. All garages, servants quarters, etc., **EXCEPT detached tool sheds and hobby rooms may be used as long as they are consistent with city code requirements . [Amended 12/30/98]** No structure 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 5 feet to any interior lot Line.

C. The exterior of all structures erected on any lot in this Addition shall be constructed of not less than fifty per cent (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 any standard [mansard] roof.

E. No one story residential dwelling shall be erected on any lot in this Addition which has less than One Thousand Five Hundred (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 One Thousand (1000) square feet in area on the ground or main floor, exclusive of garage, basement and open porches, nor less than Seven Hundred (700) square feet of area on the second floor, exclusive of open porches or 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 become an annoyance or nuisance to the neighborhood. No animals, live- stock 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- buildings 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.

WEDGEWOOD III Amended Covenant

Reprinted By Wedgewood Home Owners Assoc.; Jan 1999

Page Divisions Here May Not Match Original Copy

- 3 -

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 Easterly and Southerly boundaries of this Addition.

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

(a) Overhead pole lines for the supply of electric or telephone service may be located along the Easterly and Southerly boundaries of this Addition and along the North line of Lots 3 thru 19, Block 3, 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 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 and upon 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 the 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 III 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 Wedgewood Homeowners Association the right to enforce any other restrictive covenant currently in effect relating to Wedgewood III 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 representative, 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 owing 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 or threatening 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 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 foregoing restrictions or protective covenants by final judgment or 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 dedicated to the public for use forever easements and rights-of-way as shown and designed 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 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 20th day of August, 1975.

(CORP SEAL)
ATTEST
Charles L. Higgins
Secretary

WEDGEWOOD DEVELOPMENT CORPORATION,
An Oklahoma Corporation
By: Carl S. Hall
President

STATE OF OKLAHOMA; SS.
COUNTY OF TULSA.

Before me, the undersigned, a Notary Public, in and for said county, and State, on this 20th day of August, 1975, personally appeared Carl S. Hall, 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 WEDGEWOOD CORPORATION, an Oklahoma corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

(SEAL) Josephine Stephens
My commission Expires: March 30, 1977 Notary Public

CERTIFICATE OF SURVEY

I, Raymond E. Lansford, 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 III", 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 19th day of August, 1975.

LANSFORD ENGINEERING COMPANY
Raymond E. Lansford
Registered Land Surveyor
(SEAL)

STATE OF OKLAHOMA, SS.
COUNTY OF TULSA.

Before me, the undersigned, a Notary Public in and for said County and State on this 19th day of August, 1975, personally appeared Raymond E. Lansford to me known to be the identical person who subscribed the within name 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 LANSFORD ENGINEERING COMPANY for the uses and purposes therein set forth.

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

(SEAL)
My Commission expires
October 4, 1975

Jerry W. Ledford
Notary Public

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN ARROW PLANNING COMMISSION
ON 7-10-1975

Ray Harrel
Secretary

CERTIFICATE

As provided in Title 11, Chapter 13, Section 514 of the Oklahoma Statutes, I hereby certify that as to all Real Estate involved in this Plat, all such taxes have been paid as reflected by the current tax rolls, and security as required by said Section 514 has been provided in the amount of \$1,221.10 per trust receipt 1689 to be applied to 1975 taxes not as yet certified to me.

This certification is NOT to be construed as payment of 1975 taxes in full, but is given in order that this Plat can be filed of record.

1975 taxes could exceed the amount of the security deposit.

Dated August 21, 1975.

John F. Cantrell
Tulsa County Treasurer

By: Judy Blickensderfer
Deputy