

50411 PLAT # 3644
Dated : September 1, 1976
Filed: Sep 1, 1976 at 12:22pm

WEDGEWOOD IV:

"An Addition to the City of Broken Arrow, Tulsa County Oklahoma
Part of the NW/4 of Section 15, T-18-N, R-14-E, 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 the Northeast corner point of said NW1/4 of Section 15; THENCE S 0°04'13"
W along the East line of said NW1/4 a distance of 970.62 feet to the Northeast corner of
"RESERVE B" of WEDGEWOOD III, an addition to the City of Broken Arrow, Tulsa County,
Oklahoma; THENCE Due West 167.94 feet; THENCE S 19°22'17" W a distance of 75.37 feet;
THENCE N 60°55'16" W a distance of 177.06 feet; THENCE N 76°32'47" W a distance of
120.56 feet; THENCE Due West 170.17 feet; THENCE Northerly along a curve to the Left
having a radius of 600 feet and an initial tangent of N 10°33'50" E, a distance of 14.43 feet;
THENCE N 80°48'52" W a distance of 178.31 feet; THENCE S 9°27'44" W a distance of
117.28 feet; THENCE S 44°08'53" W a distance of 266.05 feet; THENCE N 35°00'00" W a
distance of 204.46 feet; THENCE Southerly along a curve to the left having a radius of 330 feet
and an initial tangent of S 55° W a distance of 70.49 feet; THENCE N 63°00'00" W a distance of
181.02 feet; THENCE N 24°15'56" W a distance of 98.35 feet; THENCE N 0°00'12" W
parallel to and 1,257.81 feet distant from the West line of Section 15, a distance of 896.00 feet to
the North line thereof; THENCE N 89°53'54" E along said North line a distance of 1,386.47 feet
to the point of beginning, containing 31.602 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 IV," 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 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 IV 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.

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, servant's quarters, etc. shall be attached to the residential building, **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 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.

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, Westerly and Northerly 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 Company and General Telephone Company, to-wit:

(a) Overhead pole lines for the supply of electric or telephone service may be located along the Westerly, Northerly and Easterly 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 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 IV 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 IV 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 dedicates 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, water lines, and cable television, together with all fittings and equipment for such facilities including the poles, wires, conduits, pipes, valves, together with similar rights in any end 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 1st day of September, 1976.

(CORP SEAL)

ATTEST

Charles L. Higgins
Secretary

STATE OF OKLAHOMA; SS.
COUNTY OF TULSA.

WEDGEWOOD DEVELOPMENT CORPORATION,

An Oklahoma Corporation

By: Carl S. Hall
President

Before me, the undersigned, a Notary Public, in and for said county, and State, on this 1st day of September, 1976, 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)

My commission Expires: March 30, 1977 Notary Public

Josephine Stephens

CERTIFICATE OF SURVEY

I, Raymond E. Lensford, 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 IV", 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 30th day of August, 1976, 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) Jerry W. Ledford
My Commission expires Notary Public
June 30, 1977

CERTIFICATE OF APPROVAL

I HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE BROKEN
ARROW PLANNING COMMISSION ON 6-10-1976

J M Whitlock
Secretary

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STATE OF OKLAHOMA)
)SS 558525
COUNTY OF TULSA)

RAYMOND E. LANSFORD, of lawful age, being first duly sworn, deposes and says:

That he, acting as Consulting Engineer for WEDGEWOOD DEVELOPMENT CORPORATION, An Oklahoma Corporation, prepared a subdivision plat entitled "WEDGEWOOD IV", an addition to the city of Broken Arrow, Tulsa County, Oklahoma, and that said plat was recorded in the office of the Tulsa County Clerk on September 1, 1976, as plat no. 3644. Affiant further certifies that he made a survey of the Northwest Quarter of Section 15, T-18-N, R-14-E, in which the subject subdivision is located, that he found the dimension of the North line of said Northwest Quarter to be 2,64.28 feet, and that the West line of Block 4 of WEDGEWOOD IV is parallel to, and 1,257.81 feet East of West line of Section 15.

Dated this 28th Day of April, 1977.

Raymond E. Lansford, Reg. Prof. Engr.
And Registered Land Surveyor

STATE OF OKLAHOMA)
)SS
COUNTY OF TULSA)

Before me, the undersigned, a Notary Public in and for the said County and State, on this 28th day of April, 1977, personally appeared Raymond E. Lansford, to me known to be the identical person who

executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Darlene J. Lansford
Notary Public

My commission expires June 30, 1976.