

The WedgeWord

March 1998

Newsletter of the Wedgewood Homeowners Association, Inc.

1997-98 Board of Directors

President:	Bill Rogers	251-3076	Area II Rep:	Carlene Dunsmore	258-0888
Vice President:	Gwen Mohler	258-5479	Area III Rep:	Demory Green	258-4461
Secretary:	Melissa Randolph	251-8144	Area IV Rep:	Bill Coody	251-8679
Treasurer:	Susan Clark	258-1673	Pool Chairman	Lorna Hesskamp	251-9371
			Mowing Chrmn	Cameron Pundt	251-8555

It's time again. Spring is here, and another season of activity is here.

At the last annual Wedgewood Homeowners Association meeting (Oct. 21) we had some changes in Board personnel. We're all glad to have Melissa Randolph's help as Secretary. Carlene Dunsmore is moving to OKC. We're all grateful for her help and participation. If someone from area 2 would like to take her position, give any of the other board members above a call.

Spring is the time for projects, and Wedgewood is no exception. Several projects await us during the remainder of this year. Of course, we're looking forward to the 2nd Annual Fall Picnic, but some other things are closer.

Last year we put up a gate at the pool entrance, which cut the unsavory night traffic greatly. This season we're anticipating seeing it painted. Lorna Hesskamp's Modern Woodsmen Civic Youth Group is planning on painting it as a service project.

On top of that, her youth group has raised over \$2,000 for playground equipment for the park.

To accomplish what we need this season, we need you too. If you haven't joined the HOA yet, and paid your \$25 dues, please get it to one of the board.

The swim season will be here soon. We will need help readying the pool. One of the most direct ways you can help is to get your pool membership money in as soon as possible

Pool membership will be the same as last year. If you cannot pay it all at one time, it may be paid in three payments due March 26, April 26, and May 26. Because of operating so close to the fiscal margin, we must insist that all pool memberships be paid in full by May 26th when the pool opens. This is the only way we can tell what our budget is for hiring lifeguards. Any memberships not paid by then will be subject to an extra \$10 cost. The pool will open on Memorial Day weekend with our usual Dollar Day for non-members and those who haven't completed payment.

We're planning Spring Cleanup the first weekend in June (June 6). The greenbelt could use some attention in places.

The other major project this season involves the covenants which are binding on individual properties. As we have come to realize, we cannot continue to operate with little or no money available to keep Wedgewood's quality competitive with the new developments around us. Homeowner Association Membership must be made mandatory; and it must be in place by this October so that it will be complete when our covenants automatically renew unless expressly changed by December 31.

There are only two basic changes necessary.

1. Combine the three individual covenants (one for each area) into one common covenant for the entire Wedgewood. The only substantial difference between the restrictive covenants of area 2, 3, & 4 is the wording in one section which describes where the developer or the HOA may erect fences next to boundary streets.

2. Make Homeowners Association membership mandatory. The same \$25/year cost will adequately cover all that needs to be done.

For general information, following are the present restrictions, protective covenants and reservations: Full copies of the existing individual area covenants are available at printing cost from Demory Green

"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, III, IV) ADDITION (s), 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, servants quarters, tool sheds, hobby rooms, etc., shall be attached to the residential dwelling. 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 westerly and southerly boundaries of this Addition. [Ww2]

... along all or any portion of the Easterly and Southerly boundaries of this Addition. [Ww3]

... along all or any portion of the Easterly, Westerly and Northerly boundaries of this Addition. [Ww4]

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 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.

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 owner 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."

There have been several requests for reminders about keeping areas free of parked cars, unsightly auto repair activities, and other activities that detract from the area's positive image. Please remember, it takes everyone's cooperation and consideration to make Wedgewood a good place to live.