

The WedgeWord

July 1998

Newsletter of the Wedgewood Homeowners Association, Inc.

1997-98 Board of Directors

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			Mowing Chrnm	Cameron Pundt	251-8555

New Rep

Since the last Wedgeword, we had some change in Board personnel. Carlene Dunsmore, Area 2 rep, moved to OKC. Taking her place is Tab Tehee.

It's time to vote.

In the last WedgeWord, we published a copy of the area covenants which govern the three Wedgewood areas. As you all know by now, we hope, it is necessary to change them to keep up the quality of our development and protect the value of our residences. Shortly, someone representing the Wedgewood Homeowners Association will be contacting owners of all Wedgewood properties to record the vote on the proposed covenant changes.

There are two changes in the proposal. They are: (1) Make membership in the homeowners Association (HOA) mandatory, and (2) Allow detached tool sheds consistent with city code.

The second part simply recognizes what has become common practice. The first is necessary to keep Wedgewood's quality competitive with the new developments around us (the HOA is responsible for keeping up the entrances, maintaining the pool, and keeping grass mowed along 81st street and Aspen, but the existing covenants provide no way to fund this responsibility.) The existing \$25/year membership cost will adequately cover all that needs to be done when membership is made mandatory.

The text of what you will vote on is as follows (in legalese of course) :

Modification of Restrictive Covenants

concerning 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, known as:

WEDGEWOOD II, described in record # 331208, Plat # 3497.

(WEDGEWOOD III, described in record # 425535, Plat # 3588)

(WEDGEWOOD IV, described in record #50411, Plat # 3644)

1. Agreement made, effective as of _____, 1998, by and between the following owners of lots in Wedgewood II (III, IV) addition to the city of Broken Arrow, Oklahoma, and the Wedgewood Homeowners Association, legally constituted incorporated entity, according to the recorded plat thereof. The parties following executing this Agreement and Modification of Restrictive Covenants of Wedgewood II (III, IV) constitute and comprise at least fifty percent (50%) of the landowners of the parcels contained in the addition.

2. That, pursuant to Title 11, Oklahoma Statutes, Section 42-106.1, the Restrictive Covenants relating to Wedgewood II (III, IV) may be amended or modified at any time by an approved vote by the owners of at least fifty percent (50%) of the parcels contained in Wedgewood II (III, IV) addition.

3. The undersigned owners, comprising fifty percent (50%) of the owners of Wedgewood II (III, IV) hereby amend and modify the restrictive Covenants filed in the land records of Tulsa county, Oklahoma relative to Wedgewood II (III, IV) as follows, to-wit:

Article K (new article) Mandatory membership in Wedgewood Homeowners Association. All of the lots or parcels contained in Wedgewood II (III, 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 II (III, 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.

Sentence two (2) of section B shall be amended as follows, to wit:
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.**

In consideration of the above agreements, the terms and covenants of this Agreement and other valuable considerations, the mutual receipt of which is hereby acknowledged, the parties executing this Agreement agree that this Modification and Amendment of restrictive Covenants shall be binding upon all owners of parcels located in Wedgewood II (III, IV) after this Amendment and Modification is filed of record in the land records of Tulsa County.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at Broken Arrow, Oklahoma, on the date indicated below.

Name(s) _____
Address: _____
Owners of Lot _____, Block _____, Wedgewood _____ (II, III, IV) Addition.

Each property will have one vote, although either or both husband and wife may sign the petition, and 50% plus 1 of recorded property owners is sufficient for passage.

We need help

To accomplish this, we need Notary Publics to help record the votes. If you are a Notary, and can help record votes, we need your help. Even if you’re not a Notary, but would like to help in this effort, we welcome your assistance. If you can help, call Demory Green at 258-4461. Thanks for your help and cooperation. This change will benefit us all.