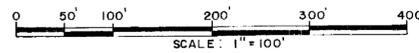


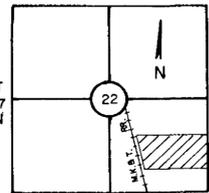
WEDGEWOOD ADDITION II

A SUBDIVISION OF A PORTION OF THE SE 1/4 SECTION 22, T-17-N, R-18-E
WAGONER COUNTY, OKLAHOMA

SURVEYOR:
BILL COX JR.
ROUTE 1
BIXBY, OKLA



R-18-E.



CERTIFICATE OF DEDICATION AND RESTRICTIVE COVENANTS

Plat Book 6 Page 5
JUNE 20 1973
AT OKMOK
JACK C. JONES, County Clerk
By *Maubry* Deputy

KNOWN ALL MEN BY THESE PRESENTS
That BARGUS DEVELOPMENT COMPANY is the owner of the following described property, to-wit:
The North 900.00' feet of the South 1574.75' feet of the Southeast Quarter (SE 1/4) of Section 22,
Township 17 North, Range 18 East, Wagoner County, State of Oklahoma, lying East of the M.K. & T.
Railroad Easterly Right-of-Way Limit.

That the BARGUS DEVELOPMENT COMPANY, the owner of the above described property, have caused the same to be surveyed, staked and platted into lots, streets, and utility easements, have caused the same to be named and designated as WEDGEWOOD ADDITION II, a subdivision in Wagoner County, State of Oklahoma, according to the recorded plat thereof, and hereby dedicate for the Public use, wherever the streets are shown on the attached plat, and do hereby guarantee clear title to all lands so dedicated, and for the purpose of providing an orderly development of the entire tract and for the purpose of providing adequate restrictive covenants for the mutual benefit to the successors in title, to the subdivisions of said tract, hereinafter referred to as lots, do hereby impose the following restrictions and create the following easements to which it shall be incumbent to our successors to adhere.

THESE COVENANTS are to run with the land and shall be binding on all parties and all persons claiming under them until June 30, 1990, at which time said covenants shall be automatically extended for successive period of ten years, unless by a vote of the majority of the then owners of the lots, then it is agreed to change said covenants in whole or in part.

If the parties hereto, or any of them, or their heirs or assigns shall violate, or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real estate situated in said development or subdivision to prosecute any proceedings at law or in equity against the persons violating or attempting to violate any such covenant, and either to prevent him or them from doing so to recover damages or other dues for such violation, invalidation of any of these covenants by judgement or court order shall in no way affect any of the other provisions shall remain in full force and effect.

- No building site shall be less than 20,000 square feet, including easements.
- No building shall be located nearer to the front line, nor nearer to the side street, than the building lines shown on the recorded plat, and in any event, no building shall be located nearer than 10 feet to any side lot line.
- No noxious trade or activity shall be carried on, upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or a nuisance to the neighborhood. No part of the property described in said plat shall be used for the maintenance, care, or housing of swine, poultry, or cattle, but dogs, cats or other household pets may be kept, bred, or maintained for any commercial purpose.
- No trailer, basement, tent, shack, garage, barn or other out-buildings erected on any lot shall be at any time used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence, be used as a residence, nor shall any structure constructed at other places be moved onto the property herein concerned, and all structures placed upon this property must be constructed and built in place and upon lot where located; EXCEPT, however, that when a house is being built and during construction and only during construction a house trailer, of factory manufacture or construction may be used as a residence by any person or persons who acquire a lot in said subdivision for a period not to exceed 6 months from and after the date of the acquisition of such lot.
- No dwelling shall be erected on any single family residential lot in the tract where the living area of the main structure including the garage is less than 1200 square feet in area.
- The undersigned OWNER FURTHER dedicates to the public use for ever, the easements and right-of-ways as shown and designated on the accompanying plat for the several purposes of construction, maintaining, operating, repairing, removing and replacing any and all public utilities, including storm sewers, sanitary sewer, telephone lines, electric lines and transformers, gas lines, and water lines, together with the right of ingress and egress upon said easements and right-of-way for the user and purposes aforesaid, together with similar rights in each and every street shown on said plat. PROVIDED however that the undersigned OWNER hereby reserves the right to construct, maintain, operate, lay and relaying over, across and along all strips of lands and along all public streets water and or sewer service to the area included in said plat and to other area.
- All individual sewer systems shall be constructed in such a manner as to meet all requirements set out by the County and State Health Departments concerned.
- No structure previously used shall be moved onto any lot in this addition.

IN WITNESS WHEREOF
to be executed this

20th day of June, 1973

Attest: *Iva L. Hough*
Asst. Sec'y

Bargus Development Co.
By *A.B. Johnson*, Pres.

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me the undersigned, a Notary Public in and for the County of Tulsa and the State of Oklahoma, on this 20th day of June 1973 personally appeared A.B. Johnson

to me known to be the identical person or persons who subscribed the name of the maker thereof to the foregoing instrument and as its owner, acknowledged to me that he

executed the same as their free and voluntary act for the use and purposes therein set forth.

My Commission Expires Sept. 30, 1975

Darla Dean Hall
Notary Public

CERTIFICATE OF SURVEY

I, the undersigned, hereby certify that I have, at the instance of the owners, designated above, made the described survey, and that the accompanying plat is a true and correct representation of said survey.

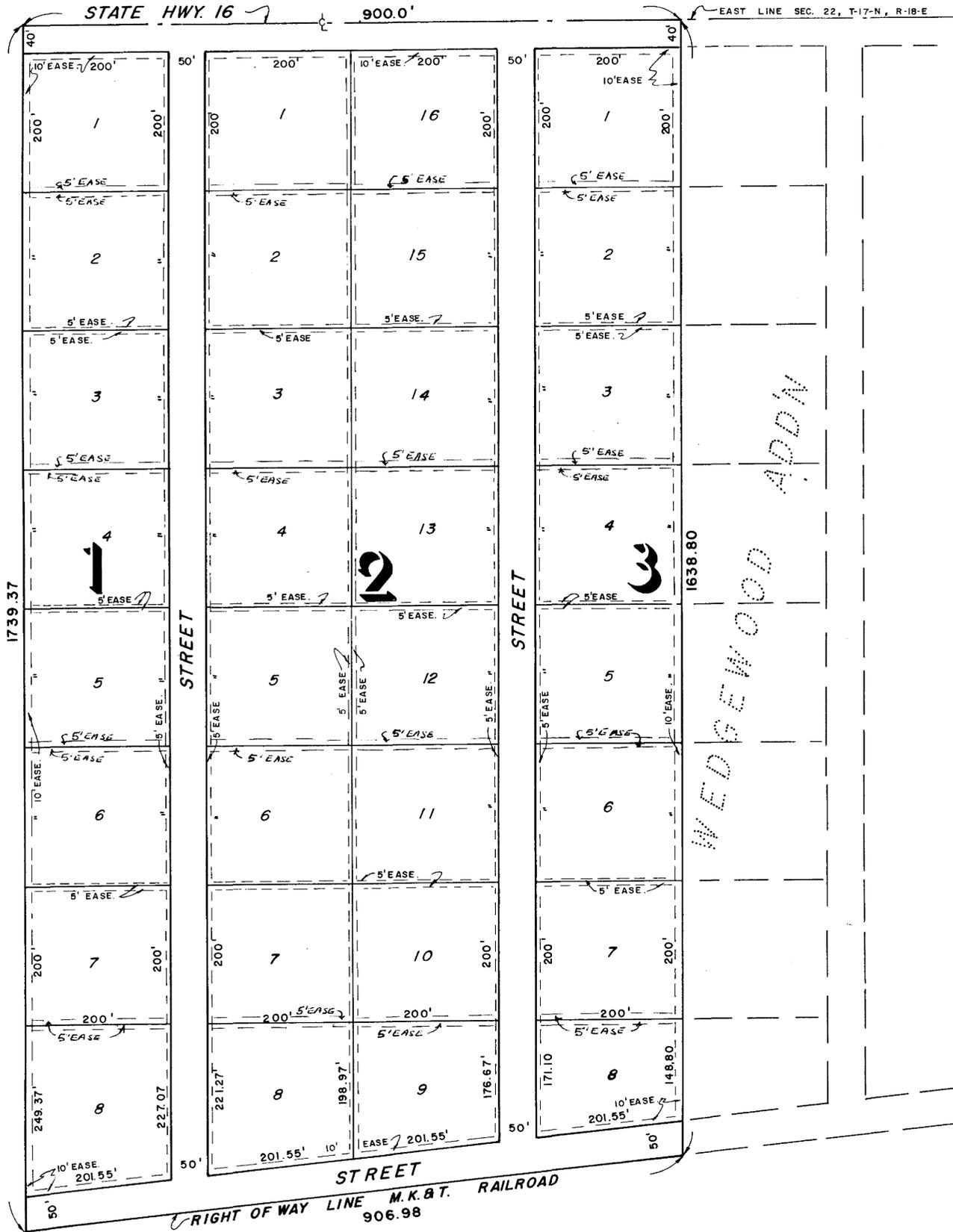
Bill Cox Jr.
Bill Cox Jr. #685
Registered Land Surveyor

STATE OF OKLAHOMA
COUNTY OF TULSA

Before me, this undersigned, a Notary Public, in and for said County of Tulsa and the State of Oklahoma, on this day of June 20, 1973 personally appeared Bill Cox Jr., to me known to be the identical person who executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

My Commission Expires Sept. 30, 1975

Darla Dean Hall
Notary Public



L. Ruby W. Roberts, Wagoner County Treasurer,
Certify that the taxes on the above described are paid.

L. Ruby W. Roberts,
Wagoner County Treasurer