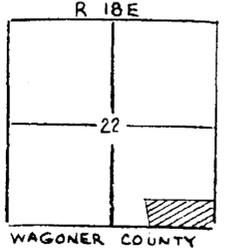
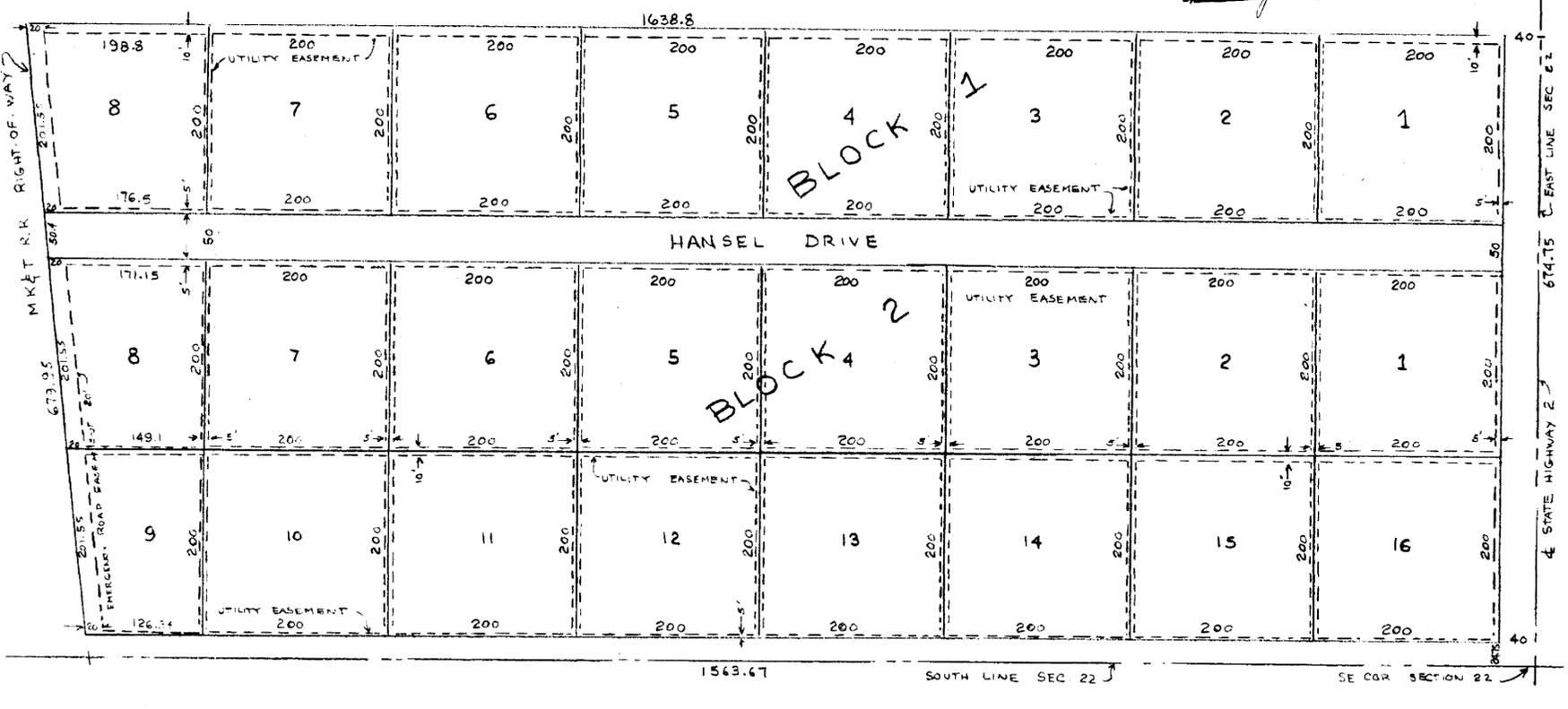


# WEDGEWOOD ADDITION

A PORTION OF THE SE/4 SECTION 22 T17N, R18E WAGONER CO.



STATE OF OKLAHOMA )  
COUNTY OF WAGONER ) ss  
I, JACK C. FORD, County Clerk  
do hereby certify that the above  
plat was filed in my office on  
APR 5 1971  
11:00 AM  
JACK C. FORD, County Clerk  
Marie Boyd, Deputy



### CERTIFICATE OF DEDICATION & RESTRICTIVE COVENANTS

KNOWN ALL MEN BY THESE PRESENTS that BARCUS DEVELOPMENT COMPANY is the owner of the following described property, to-wit:

The South 674.75 feet of the SE/4 of Section 22, Township 17 North, Range 18 East, Wagoner County, State of Oklahoma lying East of the M, K & T easterly right-of-way limit.

That the BARCUS 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" 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 December 31, 1988, at which time said covenants shall be automatically extended for successive periods 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 judgment 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 provided that they are not 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, 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; 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 uses 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, 29 day of March, 1971, have caused these to be executed this,

ATTEST:  
*Jack C. Ford*  
*Marie Boyd*

*Barcus Development Co.*  
*Ray W. Johnson Pres*

STATE OF OKLAHOMA )  
COUNTY OF \_\_\_\_\_ )

Before me the undersigned, a Notary Public in and for the County of Wagoner and the State of Oklahoma on this day of March 1971 personally appeared Jack C. Ford & Marie Boyd to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and as its owner, acknowledged to me that they executed the same as their free and voluntary act for the use and purposes therein set forth.

My commission expires Sept 30, 1971

*James P. Mason*  
Notary Public

*Tracy verify the plat correct Tax Roll show in Tax list on when changed*  
*April 27, 1971*

I, John F. Sheridan, the duly elected Surveyor of Wagoner County, State of Oklahoma, and a Registered Land Surveyor in the State of Oklahoma have surveyed the above noted property and do here state that said survey is correct to the best of my knowledge..

*John F. Sheridan*  
John F. Sheridan  
Wagoner County Surveyor  
Okla. Land Surveyor #345