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OKLAHOMA CITY, OKLAHOMA 73102

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DECLARATION OF COVENANTS AND RESTRICTIONS OF
 BRIARCREEK LAKE ASSOCIATION, A UNIT OWNERSHIP ESTATE,
 COVERING LOTS 22 TO 42, BOTH INCLUSIVE, BLOCK 6, AND
 LOT 9, BLOCK 7, AND LOT A, BRIARCREEK, AND LOTS 1 TO 12,
 BOTH INCLUSIVE BLOCK 8, BLOCKS 8 TO 14, INCLUSIVE,
BRIARCREEK ADDITION

THIS DECLARATION, made the 30th day of May, 1977, by
 NEWMAN INCORPORATED, an Oklahoma Corporation, hereinafter called
 "Declarant",

STATE OF OKLAHOMA
 OKLAHOMA COUNTY
 RECORDED
 JAN 5 4 11 PM '78
 C. E. PARRISH
 COUNTY CLERK

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in
 Oklahoma City, Oklahoma County, Oklahoma, described in Article II
 of this Declaration, and desires to create thereon a unit ownership
 estate and single family residential community under the Unit Owner-
 ship Estate Act of the State of Oklahoma, with common elements for
 the benefit of the community; said community to be known as "BRIAR-
 CREEK LAKE ASSOCIATION, and;

WHEREAS, Declarant desires to provide for the preservation of
 the values and amenities of said community and for the maintenance
 of the common elements, and, to this end, desires to subject the
 real property described in Article II to the covenants, restrictions,
 easements, charges and liens, hereinafter set forth, each and all of
 which are for the benefit of said property and each owner thereof; and,

WHEREAS, Declarant has deemed it desirable, for the efficient
 preservation of the values and amenities of said community, to create
 a Board of Administration to which should be delegated and assigned
 the powers of administering and enforcing the covenants and restric-
 tions and collecting and disbursing the assessments and charges
 hereinafter created; a true copy of the By-Laws is attached hereto
 and made a part hereof.

NOW, THEREFORE, Declarant hereby declares that the real property
 described in Article II hereof, is and shall be held, transferred,
 sold, conveyed and occupied subject to the covenants, restrictions,
 easements, charges and liens hereinafter set forth and to the Unit
 Ownership Estate Act of the State of Oklahoma.

ARTICLE I

DEFINITIONS

SECTION I: The following words when used in this Declaration
 or any Supplemental Declaration shall have the following meanings:

a) "Board of Administration" shall mean the group
 of three (3) persons in charge of administration of the
 By-Laws;

b) "Lot" shall mean and refer to the specific portion
 of the land contained within each unit; as shown on the
 Recorded Plats of said Additions.

c) "Unit" means and refers to a lot and the single
 family structure and appurtenances thereto located within
 the boundaries thereof, and abutting the common element
 known as Briarcreek Lake.

d) "Building" means the house or dwelling located upon a unit;

e) "Unit Owner" means a person, corporation, or legal entity owning a unit as herein defined.

f) "Unit Ownership Estate" means the ownership of a single unit, together with an undivided interest in the common elements.

g) "Common Elements" mean and include the following general common elements:

All of Lot A, BRIARCREEK, designated on the recorded Plat thereof, as BRIARCREEK LAKE, which abuts each of said units.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1: Description of Property: The real property which is, and shall be held, transferred, sold, conveyed and occupied, subject to this Declaration is located in the City of Oklahoma City, Oklahoma County, State of Oklahoma, and is more particularly described as follows:

All of Lots 22 to 42, both inclusive, Block 6, and Lot 9, Block 7, and Lot 3, BRIARCREEK, and Lot 1 to 12, both inclusive, Block 8, Blocks 8 to 14, BRIARCREEK ADDITION.

SECTION 2: Description of Units: The Units, the unit designation of each unit, subject to the common elements, are described as follows:

- Unit 1 - Lot 9, Block 7, Briarcreek
- Unit 2 - Lot 22, Block 6, Briarcreek
- Unit 3 - Lot 23, Block 6, Briarcreek
- Unit 4 - Lot 24, Block 6, Briarcreek
- Unit 5 - Lot 25, Block 6, Briarcreek
- Unit 6 - Lot 26, Block 6, Briarcreek
- Unit 7 - Lot 27, Block 6, Briarcreek
- Unit 8 - Lot 28, Block 6, Briarcreek
- Unit 9 - Lot 29, Block 6, Briarcreek
- Unit 10 - Lot 30, Block 6, Briarcreek
- Unit 11 - Lot 31, Block 6, Briarcreek
- Unit 12 - Lot 32, Block 6, Briarcreek
- Unit 13 - Lot 33, Block 6, Briarcreek
- Unit 14 - Lot 34, Block 6, Briarcreek
- Unit 15 - Lot 35, Block 6, Briarcreek
- Unit 16 - Lot 36, Block 6, Briarcreek
- Unit 17 - Lot 37, Block 6, Briarcreek
- Unit 18 - Lot 38, Block 6, Briarcreek
- Unit 19 - Lot 39, Block 6, Briarcreek
- Unit 20 - Lot 40, Block 6, Briarcreek
- Unit 21 - Lot 41, Block 6, Briarcreek
- Unit 22 - Lot 42, Block 6, Briarcreek
- Unit 23 - Lot 1, Block 8, Briarcreek
- Unit 24 - Lot 2, Block 8, Briarcreek
- Unit 25 - Lot 3, Block 8, Briarcreek
- Unit 26 - Lot 4, Block 8, Briarcreek
- Unit 27 - Lot 5, Block 8, Briarcreek
- Unit 28 - Lot 6, Block 8, Briarcreek
- Unit 29 - Lot 7, Block 8, Briarcreek
- Unit 30 - Lot 8, Block 8, Briarcreek
- Unit 31 - Lot 9, Block 8, Briarcreek
- Unit 32 - Lot 10, Block 8, Briarcreek
- Unit 33 - Lot 11, Block 8, Briarcreek
- Unit 34 - Lot 12, Block 8, Briarcreek

SECTION 3: Description of Building: Each of the above units shall contain one (1) single family dwelling constructed in accordance with the following provisions relating to Initial Improvements:

SECTION 3.1. All single-family dwellings constructed shall contain at least 1,800 square feet of floor space exclusive of basements, garages and porches.

SECTION 3.2. All dwelling units shall have a garage or carport that is at least two cars wide. Garages may be attached, built-in or detached from dwelling. Carports may be attached or detached from dwelling and must have a solid wall or semi-solid wall to the street side. No garage or carport will be built in front of the building limit line as shown on the Plat.

SECTION 3.3. One, one and one-half, and two-story dwellings only may be constructed.

SECTION 3.4. The principal exterior of any dwelling shall be at least seventy percent (70%) brick, stone or stucco, and thirty percent (30%) may be of frame design with wood siding, asbestos siding, shingles, logs or other materials which will blend with the brick, stone or stucco. It is the intention of this restriction to allow panels of other materials than brick, stone or stucco to be used, but in no event shall a continuing wall consisting of thirty percent (30%) of the exterior of the residence be built of any material other than stone, brick or stucco. This restriction is intended to restrict the principal exterior of residences to masonry in their construction, but it is modified to allow the use of other materials to eliminate repetition of design.

SECTION 3.5. All roofing materials shall be made of wood, shakes, slate, tile or stone. Declarant, at its sole discretion, may approve the use of any other roofing materials. Said approval must be in writing and properly executed by the Declarant.

SECTION 3.6. No Dwelling place shall be nearer to the front street or side street of any Lot than the building limit line as shown on the Plat. The side lot limit line, each side of the main structure, shall be at least five (5) feet.

SECTION 3.7. Upon commencement of excavation for construction on any Lot, the work must be continuous, weather permitting, until the structure is completed. But in any case, construction must be completed within a period of twelve (12) months.

SECTION 3.8. Before commencing construction, all plans and specifications for such construction shall be submitted to Declarant for its approval. No construction shall commence until such plans and specifications have been approved. The Declarant shall within thirty (30) days after an Owner has made application to it (submitting at that time Owners plans and specifications) render its decision, either approving the plans and specifications or disapproving them, in the latter case, making specific reference to those features which caused the disapproval. Approval may be conditioned upon completion within a specified time. A failure of Declarant to act will result in the project being considered approved.

SECTION 4: Ownership of Common Elements. The common elements as hereinabove defined and described shall be owned by the unit owners in the following proportions, to-wit:

Each unit Owner shall own an undivided 1/34th interest in and to the common elements.

SECTION 5: Use of Common Elements. Each Unit Owner may use the common elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Unit Owners.

ARTICLE III

SERVICE AGENT

The person to receive service of process in any action relating to the property as authorized by Law, shall be W. Ray Newman, P. O. Box 32205, Oklahoma City, Oklahoma, or such other person as may be hereafter designated by the Board of Administration.

ARTICLE IV

The general common elements shall be as hereinabove defined and there shall be no limited common elements.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1: Establishment of Assessments. The Declarant, for each unit owned by it within said property, hereby covenants and each purchaser of any unit, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Board of Administration: (1) annual assessments or charges; and (2) special assessments for capital improvements; such assessments to be fixed, established and collected from time to time as hereinafter provided.

SECTION 2: Purpose of Assessments. The assessments levied by the Board of Administration shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in said community, and in particular, for the improvement and maintenance of common elements, services and facilities devoted to this purpose or directly related to the use and enjoyment of the common elements situated upon said property, including, but not limited to, the payment of liability insurance thereon, repairs, replacements and additions thereto, and for the cost of labor, equipment, materials, management, security and supervision thereof.

SECTION 3: Basis and Maximum of Annual Assessments. Until the year beginning January 1, 1979, the annual assessment shall be as follows:

<u>Unit Designation</u>	<u>Percentage of Assessment</u>	<u>Amount of Annual Assessment Per Unit</u>
Unit 1 to 34	1/34 each	\$50.00

From and after January 1, 1979, the annual assessment may be increased by vote of the owners, as hereinafter provided, for each succeeding year thereafter. The Board of Administration may, after consideration of current costs and future needs, fix the annual assessment for any year at a lesser amount.

SECTION 4: Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Board of Administration may levy in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common elements, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of the same number of owners and in the same manner as provided in Section 5 hereinbelow.

SECTION 5: Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Board of Administration may change the maximum amounts of the assessments fixed by Section 3 hereof, prospectively for any such period, provided that any such change shall have the assent of the owners of at least three-fourths (3/4) of the units,

voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance, and shall set forth the purpose of the meeting.

SECTION 6: Effective Date of Annual Assessments. Due Dates. The annual assessments provided for herein shall become effective on the first day of the month next succeeding transfer of title to a unit from Declarant in the amount of one-twelfth of the annual assessment per month, and on the first day of each year hereafter, beginning with 1979, and shall be due and payable thereafter annually in advance. The due date of any special assessment under Section 4 hereof shall be fixed in the Resolution authorizing such assessment.

SECTION 7: Duties of the Board of Administration. The Board of Administration shall fix the amount of the assessment against each unit ownership estate for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the unit designations and assessments applicable thereto which shall be kept in the office of the Board and shall be open to inspection of any owner or mortgagee. Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

The Board of Administration shall, upon demand at any time, furnish to any owner liable for said assessment or mortgagee of any unit, a certificate in writing signed by any member of the Board of Administration, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8: Effect of Non-Payment of Assessment: The Personal Obligation of the Owner: The Lien: Remedies of Board. If the assessments are not paid on the date when due (being the dates specified in Section 6 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the unit ownership estate which shall bind such estate in the hands of the then owner, his heirs, personal representatives, Successors and Assigns. The personal obligation of the then owner to pay such assessment, however, shall also remain his personal obligation for the statutory period of limitation and shall not pass to his successors in title unless expressly assumed by them.

Note If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Board may bring an action at law against the owner personally obligated to pay the same and/or to foreclose the lien against the property and there shall be added to the amount of such assessment and interest, the cost of collecting same, including a reasonable attorney's fee and Court costs.

SECTION 9: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the unit ownership estates subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such unit ownership estate pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such unit ownership estate from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1: Covenants to Run with Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Board of Administration, or the owner of any unit subject to this Declaration, his legal representatives, Heirs, Successors and Assigns, unless otherwise changed by the unanimous consent of the unit owners and all lien holders.

SECTION 2: Maintenance and Repair of Common Elements. The necessary work of maintenance and repair of common elements and the making of any additions or improvements thereto, shall be carried out only as provided in the By-Laws attached hereto, but the Board shall have unrestricted access and the right of ingress and egress to all units, at any reasonable time, for the purpose of carrying out this provision.

SECTION 3: Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages and against the unit ownership estate to enforce any lien created by these covenants and failure by the Board of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4: Severability. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no wise affect any other provisions which shall remain in full force and effect. In the event any provision hereof shall be judicially determined to be otherwise unlawful or void as violating the rule against perpetuities, then such provision shall continue only for the period prescribed by said Rule.

ARTICLE VII

GENERAL RESTRICTIONS

SECTION 1: The Owner of any unit shall not use or allow the use of such unit or any building or structure for any purpose which will be noxious, offensive or detrimental to the use of the other units or which will create or emit any objectionable, offensive or noxious odors, dust, gases, fumes, noises or other such material or which will in any manner violate any zoning or other regulations or laws of the City of Oklahoma City, of the State of Oklahoma, or of the United States of America.

SECTION 2: No Unit shall be used for other than residential purposes. No store or business, no gas or automobile station, and no flat or apartment house, though intended for residential purposes, and no building of any kind whatsoever shall be erected and maintained on any Lot, except private family dwelling houses, and any such dwelling houses shall be occupied by not more than one family if such Lot is zoned for single-family purposes.

SECTION 3: No drilling or puncturing of the surface for oil, gas or other minerals or hydrocarbons or water or any other fluid or substance shall be permitted.

SECTION 4: The keeping of any poultry, cattle, horses or other livestock of any kind or character is prohibited on any lot. Dogs, cats and other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose.

SECTION 5: The storage of trash, ashes or other refuse except in normal receptacles is prohibited, nor may weeds, underbrush or other unsightly growths be permitted to grow or remain on Lot. No trash, ashes or other refuse may be thrown on any vacant Lot.

SECTION 6: No signs or billboards shall be permitted on any Lot, except one sign, not to exceed five (5) square feet, may be used to advertise the sale or rental of the property.

SECTION 7: No trucks, boats (powered or unpowered), motor homes, trailers, camping trailers, pickup campers or commercial-type vehicles shall be stored or parked on any lot except while parked in a closed garage or parked behind the building limit line and obscured or hidden by a sight-proof fence or screen, nor parked on any street in the Property except while engaged in transporting to or from a Lot in the Property.

SECTION 8: No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

SECTION 9: No radio transmitting device shall be allowed on any unit and no exposed or exterior radio antenna shall be erected, placed or maintained.

SECTION 10: None of the units shall be re-subdivided, replatted or rearranged in any manner, except by the Declarant, that would allow a greater number of houses to be constructed than there are building sites now platted, it being the intention of the Declarant to restrict the Property so that a greater number of houses cannot be built than there were building sites originally platted for this purpose.

SECTION 11: No fences or walls around any of the Properties herein described shall be commenced, erected, or maintained, nor shall any extension or alteration of any fence or wall be constructed until the erection, construction or extension of such fence or wall has the approval in writing of the Declarant, as herein constituted; and that in approving the building of any fence or wall, the Declarant shall take into consideration the suitability of such fence or wall, the materials of which it is to be built, the site of the building, the harmony thereof with the surroundings and the effect of construction of said fence or wall or the extension thereof shall have upon the adjacent or neighboring Property. Under no circumstances shall there ever be any fence, walls or structure of any kind (including basketball goals) built in front of the front building limit line.

SECTION 12: The following restrictions and limitations shall be applicable to the Common Elements, known as BRIARCREEK LAKE:

(a) No protruding boat and/or swimming dock, building or structure of any kind or character shall be placed or maintained on any Lot extending more than two (2) feet into Briarcreek Lake. It being the intention of Declarant to prohibit protruding structures into the lake, but not to restrict shoreline improvements by individual unit owners.

(b) Boating shall be permitted on Briarcreek Lake, provided, however, no gasoline powered boats of any kind shall be allowed. It being the intention hereof to limit the use of such boats to sail, row or electric motor (under one horsepower) power only. All boats when not in use shall be removed from Briarcreek Lake.

(c) Fishing in Briarcreek Lake will be restricted to rod and reel, poles and bank lines. No trout lines, limb lines or snare lines of any nature whatsoever shall be permitted. Unattended lines will be promptly removed by unit owners. Fishing limits shall be as provided by the Regulations of the State of Oklahoma.

(d) Swimming shall be permitted in Briarcreek Lake, provided, it is under the supervision and direction of the responsible unit owner and is conducted in a manner that is safe and not offensive to the overall atmosphere of the lake area.

(e) No water may be drawn and/or pumped from Briarcreek Lake by any unit owner for any reason. Further, no waste, trash or residue other than surface water may be deposited or allowed to be drained into said lake.

IN WITNESS WHEREOF, the undersigned has executed these presents the day and year first above written.

W. RAY NEWMAN, INCORPORATED

BY [Signature]
PRESIDENT



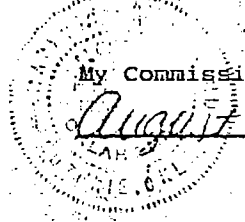
CORPORATION ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
OKLAHOMA COUNTY)

On this 30 day of May, 1977, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. Ray Newman, to me known to be the identical person who signed the name of W. Ray Newman, Incorporated, a corporation, to the within and 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 said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

[Signature]
NOTARY PUBLIC



My Commission Expires:
August 19, 1980