

Briarcreek Covenants

Covenants

For the Recorder

Restatement and Consolidation of Declarations
of Basic Covenants for the Briarcreek Addition

THIS Restatement and Consolidation of Declarations for the Briarcreek Addition (the Restatement) is made by a sufficient majority of owners of Lots within the Property on the date written below. This Restatement covers the following real property:

LOTS 1 THRU 30 (BOTH INCLUSIVE) IN BLOCK 1 AND LOTS 1 THRU 13 (BOTH INCLUSIVE) IN BLOCK 2 AND LOTS 1 THRU 20 (BOTH INCLUSIVE) IN BLOCK 3 AND LOTS 1 THRU 9 (BOTH INCLUSIVE) IN BLOCK 4 AND LOTS 1 AND 2 IN BLOCK 5 AND LOTS 1 THRU 21 (BOTH INCLUSIVE) IN BLOCK 6 AND LOTS 1 THRU 8 (BOTH INCLUSIVE) IN BLOCK 7, AS SHOWN ON THE RECORDED PLAT OF BRIARCREEK ADDITION OF PART OF THE SOUTH ONE-HALF OF

SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA (East Section)

and

LOTS 13 THRU 38 (BOTH INCLUSIVE) IN BLOCK 8 AND ALL OF BLOCKS 9, 10, 11, 12, 13 AND 14 AS SHOWN ON THE RECORDED PLAT OF BLOCKS 8 TO 14, INCLUSIVE, BRIARCREEK, A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER (SW/4) OF

SECTION 28, TOWNSHIP 13 NORTH, RANGE 4 WEST OF THE INDIAN MERIDIAN, OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA (West Section)

(collectively, Briarcreek, the Property or Properties).

WHEREAS, original plats and Declarations were filed of record for Briarcreek in the Oklahoma County Clerk's Office at:

1. Plat - Book 46, Page 45;
2. Plat - Book 47, Page 2;
3. Declaration of Basic Covenants – Book 4340, Page 1698;
4. Declaration of Basic Covenants – Book 4533, Page 25;
5. First Amendment – Book 8325, Page 68;
6. First Amendment – Book 9157, Page 400.

WHEREAS, the Owners of all the aforementioned Lots and Blocks intend to restate and consolidate the original Declarations and that these covenants, conditions and

restrictions shall be deemed and intended to cover only the above described Lots and Blocks and no other property in the Property.

WHEREAS, this Restatement is intended to provide for the preservation of the value of Lots in the Property, the orderly development thereof for the benefit and welfare of all Lot Owners.

WHEREAS, at a meeting of Lot Owners held on October 9, 2006, after proper notice and voting, the Lot Owners voted to restate and consolidate the original Declarations as provided herein.

NOW, THEREFORE, the Lot Owners declare that the Property is and shall be held, sold, conveyed and occupied subject to the covenants, restrictions, dedications, easements, charges and liens hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants and restrictions shall run with the Property and shall be binding on all parties having or acquiring any right, title or part thereof, and shall inure to the benefit of each owner thereof.

1. Definitions

Section 1.1 The following words, when used in this Declaration (unless the context shall so prohibit) shall have the following meanings:

1.1.1 "Briarcreek Neighborhood Association, Inc." or "Association" shall mean the Briarcreek Neighborhood Association, Inc., an Oklahoma nonprofit corporation operating under duly adopted Bylaws and existing for the purposes set forth in this Declaration, its Bylaws, and other governing documents.

1.1.2 "Duplex Lots" shall mean Lots 1, 2, 3, 4 and 5 in Block 6 as shown on the Plat.

1.1.3 "Lot" shall mean any lot within the Property that is zoned for either single-family residences or for duplex two-family residences.

1.1.4 "Owner" shall mean the record owner, whether one or more persons, to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.1.5 "Person" shall mean an individual, corporation, partnership, association, trust or other legal entity, or any combination thereof.

1.1.6 "Silver Lake Lots" shall mean Lots 1 and 2, Block 5, as shown on the Plat, and Lots 23, 24 and 25, Block 10, as shown on the Plat.

1.1.7 "Willow Lake Lots" shall mean Lots 11, 12, 13, 25, 26, 27, 28, 29 and 30, Block 1 as shown on the Plat.

2. General Restrictions

Section 2.1 The Owner of any Lot shall not use or allow the use of such Lot or any building or structure for any purpose which will be noxious, offensive or detrimental to the use of the other Lots 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 or the State of Oklahoma, or of the United States of America.

Section 2.2 No Lot 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 and not more than two families if such Lot is zoned for duplex purposes.

Section 2.3 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 2.4 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 2.5 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 a Lot. No trash, ashes or other refuse may be thrown on any vacant lot or land. Trash may not be accumulated in or on a vehicle that is visible from a street.

Section 2.6 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 of the Property.

Section 2.7 No trucks (vehicles one-ton in rating or greater, or with dual rear wheels), boats (powered or unpowered), motor homes, trailers, camping trailers, pickup campers, commercial-type vehicles, and inoperable or immovable 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 2.8 No elevated tanks of any kind shall be erected, placed or permitted on any Lot.

Section 2.9 No radio transmitting device shall be allowed on any Lot and no exposed or exterior radio antenna shall be erected, placed or maintained.

Section 2.10 None of the Lots shall be re-subdivided, re-platted or rearranged in any manner

Section 2.11 No building/structure, fence or wall around any of the Property herein described shall be commenced or erected, nor shall any extension or alteration of any

building/structure, fence or wall be constructed until the erection, construction or extension of such building/structure, fence or wall has the approval in writing of the Architectural Committee, as appointed by the Briarcreek Neighborhood Association, Inc.; and that in approving the building of any building/structure, fence or wall, the Architectural Committee shall take into consideration the suitability of such building/structure, 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 affect of the construction of said building/structure, fence or wall or the extension thereof shall have upon the adjacent or neighboring Property. Under no circumstances shall there ever be any fence, wall or structure of any kind (including basketball goals) built in front of the front building limit line. In the event the Architectural Committee fails to approve or disapprove any such plans submitted to it as herein required within 15 days after such submission, such approval shall not be required and this covenant shall be deemed to have been fully complied with.

3. Special Provisions for Initial Improvements

Section 3.1 The provisions specified in the following

Sections of this Article shall apply only to the construction of the initial or first dwelling place and appurtenances thereto upon a particular Lot.

Section 3.2 All single-family dwelling places constructed on Blocks 1 thru 7, both inclusive, and Lots 13 to 38, both inclusive, Block 8, and on all Lots in Blocks 9, 10, 11, 12, 13 and 14, Inclusive, as shown on the Plat, shall contain at least 1,800 square feet of floor space exclusive of basements, garages and porches.

Section 3.3 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. Duplex Lots shall have a carport or garage at least two cars wide for each unit or at least four cars wide for each Duplex Lot. No garage or carport will be built in front of the building limit line as shown on the Plat.

Section 3.4 One, one and one-half, and two-story dwelling places only may be constructed.

Section 3.5 The principal exterior of any dwelling place shall be at least seventy percent (70%) brick, stone or stucco, and thirty percent (30%) may be of frame design with wood or vinyl 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 3.6 All roofing materials shall be made of composition shingles, metal, slate, tile or stone. The Architectural Committee, in its sole discretion, may approve the use of

any other roofing materials. Said approval must be in writing and properly executed by a majority of the Architectural Committee.

Section 3.7 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 3.8 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 3.09 Before commencing construction all plans and specifications for such construction shall be submitted to the Architectural Committee for its approval. No construction shall commence until such plans and specifications have been approved. The Architectural Committee 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 the Architectural Committee to act will result in the project being considered approved.

Section 3.10 When Silver Lake Lots are deeded to Owners, a license to use Silver Lake (subject to the restrictions as specified in the license) will be issued and recorded, under a separate instrument, to the respective Owners of the Silver Lake Lots. These licenses will remain with the record Owners of said Silver Lake Lots and can be transferred only with the conveyance of title to the Silver Lake Lots. It is the intention of this

Section to insure that the licenses to use Silver Lake will remain with the Lots, and the record Owners.

Section 3.11 All duplex dwelling places constructed on Lots 1 thru 5, both inclusive, in Block 6, as shown on the Plat, shall contain at least 1,200 square feet of floor space for each living unit exclusive of basements, garages and porches.

Section 3.12 When Willow Lake Lots are deeded to Owners, a license to use Willow Lake (subject to the restrictions as specified in the license) will be issued and recorded, under a separate instrument, to the respective Owners of the Willow Lake Lots. These licenses will remain with the record Owners of said Willow Lake Lots and can be transferred only with the conveyance of title to the Willow Lake Lots. It is the intention of this

Section to insure that the licenses to use Willow Lake will remain with the Lots, and the record Owners.

4. Deviations

The Owners may grant approval for deviations from the restrictions provided in ARTICLE II so long as such deviations do not adversely affect the value of another Lot.

Such approval shall require the written consent or approval of Sixty (60) percent of the Owners of all Lots.

5. Right to Enforce

The restrictions herein set forth shall run with the land and bind the present Owner except as otherwise provided, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the Owner of such land, its or their heirs, personal representatives, successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said Lots and the construction of improvements thereon. No restriction herein set forth shall be personally binding on any person except in respect to breaches committed during his ownership of title to his Lot. Any Owner or Owners of any Lot, or the Association as an Owner representative, shall have the right to sue for and obtain an injunction to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to the ordinary legal action for damages, or to collect fines. Failure of any Owner or Owners to enforce any of the restrictions herein set forth shall in no event be deemed a waiver of the right to do so or to enforce other restrictions.

6. Right to Assign

The Association may, by appropriate instrument, assign or convey to any Person any or all of the rights, reservations, easements and privileges herein held by the Association, and upon such assignment or conveyance being made, its assigns or grantees may, at their option, exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way or manner as those directly reserved by them or it in the instrument.

7. Invalidation

The invalidation of any of the restrictions set forth shall in no event affect any of the other restrictions in this statement.

8. Duration of the Declaration and Amendment

Section 8.1 Term. This Declaration and any amendments or supplements hereto will remain in effect from the date of recordation until the 1st anniversary of the date this Declaration is first recorded in the office of the County Clerk of Oklahoma County, Oklahoma. Thereafter this Declaration will be automatically extended each year, unless otherwise terminated or modified as provided below.

Section 8.2 Amendment. This Declaration, or any provision of it, may be terminated, extended, modified or amended, or revoked as to the whole or any portion of the Property, at any time upon the written consent of Owners holding 60% or more of the votes, and upon compliance with Sections 8.1, 8.3 and 8.4, as appropriate. Amendments made pursuant to this Section will inure to the benefit of and be binding upon all Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors and assigns. A certificate of a licensed abstract or title company showing record ownership of the Property and a certificate of the Secretary of

the Association documenting votes held and voting rights exercised on the basis of such ownership records will be evidence of such ownership and voting representation for the purposes of any such amendment.

Section 8.3 Notice of Amendment. No amendment or revocation of this Declaration will be effective unless a written notice of the proposed amendment is sent to every Owner reasonably in advance of any action taken or purported to be taken and such Owner has been given the opportunity to vote or give its consent thereto.

Section 8.4 Effective on Recording. Any modification, amendment or revocation made in accordance with this Declaration will be immediately effective upon recording in Oklahoma County, Oklahoma, a copy of such amendment, modification or revocation executed and acknowledged by the necessary number of Owners (and by Declarant, as required), accompanied by either a certificate of a licensed abstract or title company as to ownership, or a duly authenticated certificate of the Secretary of the Association stating that the required number of consents of Owners were obtained, based on a certificate of a licensed title or abstract company or other authoritative evidence of compliance with the requirements of this Declaration regarding such matters, which will be placed on file in the office of the Association.

CERTIFICATE OF ASSOCIATION SECRETARY I, _____,
duly elected Secretary of the Association, do on my oath swear and state: a meeting of the Owners of Lots within the Briarcreek Addition to the City of Oklahoma City, Oklahoma County, State of Oklahoma was held on October 9, 2006; notice of the meeting and the proposed amendment to the governing documents of the Properties was sent to each Owner being of record as of September 9, 2006, that a sufficient majority of Owners approved the amendment in writing and approved the amendment for filing in the county records of Oklahoma County.

Secretary of the Association

Printed name:

Subscribed and sworn to before me this _____ day of _____, 2006

My commission expires: My commission number is: Notary Public