

BRIARCREEK LAKE ASSOCIATION

ARTICLE I

DEFINITIONS

SECTION 1. "Board" shall mean and refer to the Board of Administration, consisting of three (3) persons elected by the Unit Owners.

SECTION 2. The "Property" shall mean and refer to the property described in Article II of the recorded Declaration of Covenants and Restrictions for 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.

SECTION 3. All other terms and definitions shall be the same as those set forth in the recorded Dedication of Covenants and Restrictions described above.

ARTICLE II

LOCATION OF OFFICE

The office of the Board shall be at P. O. Box 32205, Oklahoma City, Oklahoma 73132.

ARTICLE III

VOTING

SECTION 1. The owner of each unit, regardless of whether there be more than one or more owners, shall be entitled to one vote for each member of said Board.

SECTION 2. The right to vote is subject to the payment of annual and special assessments levied by the Board, the obligation of which assessments is imposed against each owner or and becomes a lien upon the unit ownership estate against which such assessments are made as provided by Article V. of the Declaration of Covenants and Restrictions to which the property is subject.

SECTION 3. The voting right of any person may be suspended by action of the Board during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored subject to the provisions of Article V, Section 8, of said Declaration of Covenants and Restrictions. If the Board has adopted and published Rules and Regulations governing the use of the common elements and facilities and the personal conduct of any person thereon, as provided in Article V, Section 3 hereof, they may, in their discretion, from time to time, suspend the rights of any such person for violation of such Rules and Regulations for a period not to exceed thirty (30) days for each violation.

SECTION 4. Voting rights shall be exercised in person or by written proxy.

STATE OF OKLAHOMA
OKLAHOMA COUNTY
RECORDED & FILED
JAN 5 4 11 PM '78
C.E. CLARK
OKLA. COUNTY CLERK

ARTICLE IV

RIGHTS OF ENJOYMENT OF COMMON ELEMENTS

SECTION 1. Any unit owner may delegate his rights of enjoyment in the common elements and facilities to the members of his family who reside upon the property or to any of his tenants who reside thereon. Such member shall notify the Board, in writing, of the name of any such person and of the relationship of the member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3, hereof, to the same extent as those of the unit owners.

ARTICLE V

BOARD OF ADMINISTRATION

SECTION 1. A Board of Administration, consisting of three (3) persons shall be elected annually by the unit owners at the annual meeting of unit owners as hereinafter provided. **

SECTION 2. Vacancies in the Board may be filled by the remaining Board members; any such appointed Board member shall hold office only until his successor is elected by the unit owners, who may make such election at the next annual meeting of the unit owners or at any special meeting duly called for that purpose.

SECTION 3. The Board of Administration shall have power:

(a) To call special meetings of the Board whenever it deems necessary and shall call a meeting at any time upon written request of one-fourth (1/4th) of the voting unit owners.

(b) To establish, levy and assess, and collect the assessments or charges referred to in the recorded Declaration of Covenants and Restrictions.

(c) To adopt and publish Rules and Regulations governing the use of the common elements and facilities and the personal conduct of the members and their guests thereon.

(d) To exercise all other powers, duties and authority necessary for the mutual benefit of the unit owners and preservation of BRIARCREEK LAKE ASSOCIATION.

SECTION 4. It shall be the duty of the Board of Administration:

(a) To cause to be kept a complete record of all of its acts and to present a statement thereof to the unit owners at the annual meeting or at any special meeting.

(b) To issue, or to cause to issue, upon demand by the unit owner or mortgagee, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.

ARTICLE VI

BOARD MEETINGS

SECTION 1. A regular meeting of the Board of Administration shall be held on the first Monday of January and June of each year at the office set forth in Article II hereof at 5:00 P.M. *

SECTION 2. Notice of such regular meeting is hereby dispensed with. If the day for the regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

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IN FEB/1985
BY LAWS AMENDED
TO PROVIDE FOR
OUTGOING CHAIRMAN TO
SERVE ONE YEAR
EX-OFFICIO MEMBERS
ON BOARD WITH NON-VOTING
RIGHTS.

*
NOTE: IN 1982
CHANGED TO
1ST MONDAY IN
FEBRUARY
(SEE FILE)

SECTION 3. Special meetings of the Board shall be held when called by any two (2) members thereof, after not less than three (3) days' notice to each member.

SECTION 4. The transaction of any business at any meeting of the Board, however, called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular Call and Notice, if a quorum is present and if, either before or after the meeting each of the members not present signs a Waiver of Notice, or a consent to the holding of such meeting, or an approval of the Minutes thereof.

SECTION 5. The majority of the Board shall constitute a quorum thereof.

ARTICLE VII

MEETINGS OF UNIT OWNERS

SECTION 1. The regular annual meeting of unit owners shall be held on the first Monday of January of each year, at the office set forth in Article II hereof, at 4:00 P.M. If the day for said meeting shall fall upon a holiday, the meeting will be held at the same hour on the first day following which is not a holiday.

SECTION 2. Special meetings of the unit owners for any purpose may be called at any time upon written request of one-half of the unit owners.

SECTION 3. Notice of annual and special meetings shall be given in writing to the unit owners. Notice may be given to the unit owner either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his last known address. Notice of any meeting, regular or special, shall be given or sent at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve any change in the basis or maximum amount of annual assessments set forth in Article V. of the recorded Declaration of Covenants and Restrictions to which the property is subject or any special assessments therein authorized, notice of such meeting shall be given or sent as therein provided.

SECTION 4. The presence at the meeting of unit owners entitled to cast, or of proxies entitled to cast three-fourths (3/4ths) of the votes of the entire unit owners shall constitute a quorum for any action governed by these By-Laws. Any action taken by the unit owners shall require the percentage of votes specifically set forth herein or by the recorded Declaration of the Covenants and Restrictions; otherwise, a majority of the votes of the entire unit owner shall be sufficient to authorize such action.

SECTION 5. The Board of Administration shall be elected at the regular annual meeting, by the majority vote of the Unit Owners present and voting, either personally or by proxy.

ARTICLE VIII

LIABILITY OF BOARD OF ADMINISTRATION

SECTION 1. No member of the Board of Administration shall be held in any manner to be personally liable for the injury to any unit owner, members of their family, tenants, or guests thereof, or to any property belonging to said parties, which may occur upon said property, and in this connection each unit owner shall be required to carry liability insurance to cover any injury or damage that may occur upon his unit and all common elements.

