

OWNERS CERTIFICATE, DEDICATIONS, RESERVATIONS AND RESTRICTIONS

KNOWN ALL MEN BY THESE PRESENTS:

That we, ECC 910 LLC, hereby certify that it is the owner & developer of and the only entity having any right, title or interest in and to the lands described as follows, to-wit:

Crystal Creek at Westbury

Addition to Oklahoma City, Canadian County, Oklahoma

A part of the S/2 of Section 11, T11N, R5W, I.M

We further certify that we have caused said tract of land to be surveyed into blocks, Lots, streets, and avenues, and have caused a plat to be made of said tract, showing accurate dimensions of lots, set-back lines, right-of-way widths of streets and easements for utilities (herein the "Crystal Creek at Westbury Addition", as shown by the recorded final Plat thereof). We hereby designate said tract of land as Crystal Creek at Westbury Addition, and hereby dedicate all streets and easements as shown on said recorded Final Plat to the use of the public, for public highways, streets, drainage and utility easements, free from encumbrances. After initial installation of electric, telephone, cable, and gas lines, any duplicate lines, including transformers and pedestals, must be installed completely underground.

PROTECTIVE COVENANTS

For the purpose of providing an orderly development of a portion of the above described tract, and for purpose of providing adequate restrictive covenants for the mutual benefit of ourselves and our successors in title to the Crystal Creek at Westbury Addition , we hereby impose the following restrictions to the said Crystal Creek at Westbury Addition.

1. USE: All of the lots in Crystal Creek at Westbury Addition above described shall be known as, and reserved exclusively for use as residential lots and/or residential building sites for single family structures. The term "Single Family" is intended to prohibit multiple families from permanently living in the same unit. The provision shall be strictly enforced if, in the sole discretion of the Architectural Control Committee or the Crystal Creek at Westbury Home Owners Association, the multiple family situation has become a nuisance to the neighbors.
2. ARCHITECTURAL COMMITTEE: The Architectural Control Committee's (hereinafter called "ACC") purpose is to promote good design and compatibility within the Crystal Creek at Westbury Addition and in its review of plans, specifications, plot plans, color schemes and materials or determination of any waiver as hereinafter authorized, and the ACC may take into consideration the nature and character of the proposed structure, the materials of which it is to be built, the availability of alternative materials, the site upon which it is proposed to be erected and the harmony thereof with the surrounding area. The ACC shall not be liable for any approval, disapproval or failure to approve hereunder, and its approval of plans, specification, plot plan and other submittals shall not constitute a warranty or responsibility for building methods, materials, procedures, structural design, grading or drainage or code violations. The

approval, disapproval or failure to approve by the ACC of any plans, specifications, plot plans or other submittals shall not be deemed a waiver of any restrictions, unless the ACC is hereinafter authorized to grant the particular waiver. Nothing herein contained shall in any way be deemed to prevent any of the owners of property in the Crystal Creek at Westbury Addition from maintaining any legal action relating to improvements within the Crystal Creek at Westbury Addition which they would otherwise be entitled to maintain. No building, outbuilding or other structure shall be erected, placed or altered on any building plot in the Crystal Creek at Westbury Addition until the building plans, specifications, design and plot plans, showing the location, type of construction, external design and exterior materials of such building, have been approved by the ACC, currently composed of Ron W. Walters and/or Romeo Danais, or by a representative designated by a majority of the current members of said ACC. In the event of the death or resignation of any member of said ACC, the remaining number of members shall have full authority to designate a successor. If the aforesaid ACC, their authorized representatives or successors fails to approve or disapprove such design and location submissions within thirty (30) days after building plans, building specifications, and plot plan have been submitted to them, such approval shall be deemed granted and this covenant shall be deemed to have been fully complied with. In the event that building plans, specifications, and plot plan showing the location of such building ARE NOT submitted prior to construction, the owner of the Lot within the Crystal Creek at Westbury Addition is in violation of this covenant and it shall not be deemed to have been waived by the fact that the ACC does not object to a particular violation prior to completion of construction. The ACC may at any time, after completion of construction, bring an action requiring the lot owner to comply with all restrictions herein contained. If the ACC chooses to grant a waiver subsequent to completion because of hardship, such action shall not be deemed a precedent for similar violations in the future. “The ACC shall be authorized to grant a waiver from any restriction herein contained.” The ACC shall not be liable for any waiver granted or any approval, disapproval or failure to respond to a particular request. Neither the members of such committee, or its designated representative shall be entitled to any compensation for service performed pursuant to this covenant. The powers and duties of such ACC, and its designated representatives, shall cease on or after January 1, 2037. Thereafter the Board of Directors of the Crystal Creek at Westbury Homeowner’s Association INC, hereinafter defined, shall assume the powers and duties of the ACC.

3. SET BACKS: No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set-back lines shown on the recorded plat. The minimum side yard shall be no nearer than five (5) feet to a side lot line, For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot or building site to encroach upon another lot or building site.
4. MINIMUM DWELLING SIZE: On all lots in Blocks 1 as referenced by the recorded Plat, the ground floor area of a single floor main structure exclusive of one story open porches and garage shall not be less than 1,850 square feet for a one-story dwelling, nor less than 1,850 square feet for a dwelling of more than one story. In any case no dwelling in Block 1 as referenced by the recorded Plat shall have less than 1,850 square feet. On all lots in Block 2,3 & 4 as referenced by the recorded Plat, the ground floor area of a single-family main structure exclusive of one story open porches and garage shall not be less than 2,200 square feet for a one-story dwelling, nor

less than 2,000 square feet for a dwelling of more than one story. In any case, no dwelling in Blocks 1 thru 4 as referenced by the recorded Plat shall be erected upon any said lots having less than 2,200 square feet.

On all lots in Blocks 5,6 & 7 as referenced by the recorded Plat, the ground floor area of a single-family main structure exclusive of one story open porches and garage shall not be less than 2,800 square feet for a one-story dwelling, nor less than 2,500 square feet for a dwelling of more than one story. In any case, no dwelling in Blocks 5,6 & 7 as referenced by the recorded Plat shall be erected upon any said lots having less than 2,800 square feet.

5. ROOFS: The ACC has established guidelines specifying the type, color, style, valley, and ridge of roofs within the Crystal Creek at Westbury Addition.

All construction, repairs and replacements shall adhere to said guidelines.

Blocks 1,2,3 & 4 as referenced by the recorded Plat shall have the following requirements as to roofs-

Malarkey Brand

Highlander Style

Weathered Wood Color

30 Year Rated, 240# per square

3 Tab Duracell type Ridging w/ Closed (no metal) valleys

Blocks 5,6 & 7 as referenced by the recorded Plat shall have the following requirements as to roofs-

CertainTeed Brand

Independence Style

Weathered Wood Color

Lifetime Rated, 300# per square

CertainTeed Brand Cedar crest style Ridging w/ Closed (no metal) valleys.

Standing Seam type Architectural roofing panels will be allowed with prior approval of the ACC. Any other roofing materials to be used in Crystal Creek at Westbury Addition shall be subject to the approval, in advance, of the ACC.

6. ROOF PITCH: All homes in Blocks 1,2,3 & 4 shall have a minimum nine (9) pitch roof unless the ACC waives this requirement. All homes in Blocks 5,6 & 7 shall have a minimum ten (10) roof pitch unless the ACC waives this requirement.
7. GARAGES-Garages may not be converted to any other uses.
8. SIDEWALKS: Sidewalks shall be constructed on each lot, concurrently with the construction of the residence thereon. Each sidewalk shall be parallel to the streets and must be constructed three (3) feet behind the curb line, four (4) feet wide and must also be constructed in accordance with the applicable sidewalk construction specifications of the City of Oklahoma City, Oklahoma.
9. EXTERIOR WALL FINISH: No main residential building shall ever be placed, erected, or constructed on any lots or building site in the Crystal Creek at Westbury Addition unless at least Seventy-five percent (75%) of the exterior walls thereof be of brick, stone veneer, or dryvit,

provided, however, that all windows or doors located in said exterior walls shall be excluded in the determination of the calculation of minimum exterior wall space area, and where the structure is of split-level or two-story, that the portion extended above the first ground floor level shall be excluded in the determination of the required area of said exterior walls, and further provided that where a gable-type roof is constructed and a part of the exterior wall is extended above the interior room ceiling line due to the construction of such gable-type roof, then that portion of such wall extending above the interior room ceiling may be constructed of wood material and also likewise is excluded from the square foot area in determination of what constitutes the area of the required exterior walls of said main residential building. All other exterior wall materials to be used shall be subject to the approval, in advance, of the ACC.

10. MAILBOXES-All Mailboxes will be Constructed of Brick, Rock, Cast Stone or E.I.F.S, and be in keeping with the Architectural Style of the house. A maximum height of 5' from curb will be allowed. Planters and decorative wing walls shall be allowed, but in no way shall overall size of mailbox structure exceed 6' in total width. Mail Boxes will be maintained by the Lot Owners.
11. MAXIMUM BUILDING HEIGHT & STORIES-No Structure shall exceed the maximum building height per Oklahoma City Code. 2-1/2 and 3 Story structures will be allowed along all creek side and common area lots within the recorded Plat of the Crystal Creek at Westbury Addition, if designed within the height Codes.
12. BASEMENTS-Basements will be allowed within the Crystal Creek at Westbury Addition. Westbury Morgan, LLC makes no judgment or opinion on adjacent Flood Plain heights, regarding the lowest level floor areas, or waterproofing systems within the Structures. A Maximum of 4 stories, including the basement floor story may be allowed. Maximum Building Code heights will still prevail.
13. STEM WALL: All houses must be constructed with dug footing foundations or Post tension foundations that permit brick to come all the way to the ground on all sides of the house without exposing the stem wall in any area.
14. WATER OBSTRUCTION: No structure of any kind which would impede or obstruct the natural flow of water shall be placed within the banks or bed of any creek or stream of water within the Crystal Creek at Westbury Addition or below the 100-year flood line. No trash, grass clippings, or debris shall be dumped or placed within the banks of any such creek or stream of water and no debris shall be dumped or placed within the banks of any such creek or stream of water or upon any vacant lot within the Crystal Creek at Westbury Addition. The owner of each lot shall be responsible for the proper maintenance of the banks and bed of the portion of any creek or stream of water that is located within the boundaries of the lot. Each lot owner shall keep the creek or stream channel within the lot clear of obstructions. The Owner shall be responsible for clearing, maintenance, mowing and upkeep of any creek or stream area adjacent to his property all the way to the normal low water line. The Owner shall be responsible for maintenance of all erosion areas adjacent to his lot, so as not to cause any possible damage to other adjacent Owners properties.
15. SURFACE DRAINAGE: Each lot shall receive and drain in an unobstructed manner, the storm and surface waters from lots and drainage areas of higher elevation, and from public streets and easements. No lot owner shall construct or permit to be constructed in or on public streets and easements. No lot owner shall construct or permit to be constructed, any fencing or other obstructions which would impair the drainage of storm and surface waters over and across his

lot. The foregoing covenants set forth in this Paragraph 13 and 14 shall be enforceable by any affected lot owner, and by the City of Oklahoma City.

16. ANTENNA AND SATELLITE DISCS: No antennas shall be installed on any residential structure or in any yard areas. Satellite discs not to exceed eighteen (18) inches in diameter or the skylights capable of receiving satellite transmissions may be installed. However, the location and the type of such disc must be approved by the ACC before installing the same. The type and location of the disc shall not be to the detriment of neighboring houses. The decision of the ACC as to the granting or refusal to grant permission to install a satellite disc will be final, conclusive, and binding upon all owners.
17. SIGNS: No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale, or rent, or signs of not more than ten (10) square feet used by a builder to advertise the property during the construction and sales period, unless specific written consent is obtained in advance from the ACC, previously designated, for the temporary installation of a larger size sign.
18. CLOTHES DRYING FACILITIES-No outside clothes drying or airing facility shall be visible from streets or neighboring property.
19. BASKETBALL GOALS-Permanently installed Basketball goals are not permitted. Basketball goals if used must be portable and must be stored in the garage when not in use.
20. WINDOW UNITS-No window units shall be placed in any windows or walls for the purpose of heating or cooling.
21. ANIMALS: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any block or lot, except that dogs and cats may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Any other household pets are discouraged and shall not be allowed, unless the property owner shall first obtain the written approval from all abutting property owners, which includes each side and the backyard. NO Pitbull dogs to be kept even temporarily.
22. FIREPLACES: Fireplaces with an outside chimney chase shall be constructed of one hundred percent (100%) masonry veneer or E.I.F.S. exterior that goes within eight (8") inches of the flue top or cap. All flues greater than six (6") inches outside diameter shall conform to the above restriction. The chimney must be two (2') feet higher than any portion of the building within ten (10') feet but not less than three (3') feet above the point where the chimney passes through the roof. Chimney Chases will conform or exceed all Oklahoma City Code requirements.
23. FENCES: No fences shall be installed on the front portion of a lot in the Crystal Creek at Westbury Addition between the front lot line and the front building set-back line, except on a corner lot where the fence may be installed five (5) feet beyond the side yard set-back line. Fences shall be constructed of wood plank, stockade, or similar wood materials or stone or brick.
On block 1 as referenced by the recorded Plat, fully fenced wood stockade rear yards will be allowed.
On all other Blocks 2 thru 7 as referenced by the recorded Plat, stockade or other privacy fences, up to 6' tall will be allowed on the side yards, not to extend past the rear of the house. All other Side yard and rear yard fencing shall be wrought Iron type, with a minimum height of 4' tall. All wood Stockade fencing will be 1"x 4" picket width on round steel poles.

All Wrought Iron Fences will be a minimum of 4' in Height, ¾" Spindles (max. 4" Spacing) with Spear tops. 6' to 8' tall fences may be allowed subject to prior approval by the ACC. Manufactured Aluminum powder coated finishes are preferred, but custom built, site painted iron will be allowed with prior approval by the ACC. Owners will be required to keep all finishes fully painted at all times.

ALL FENCES must be prior approved by the ACC. Fence plans will be submitted on a scaled Site Plan showing all exact starting and terminating locations and all material types.

24. **NON-RESIDENTIAL USE & ANNOYANCE:** No church, business, professional office, trade or commercial activity of any sort may ever be conducted in any residence or building of any sort, or upon any portion of any lot or block in Crystal Creek at Westbury Addition. This restriction is not intended to prohibit those types of in-home commercial activities which can be conducted in such a manner that the neighbors are unaware of the existence of the business, e.g. bookkeeping, sales conducted via telephone or the internet etc. No noxious or offensive activity shall be carried upon any lot, nor shall anything be done thereon which may be or may become any annoyance or nuisance to the neighborhood of Crystal Creek at Westbury Addition. At no time, shall any residence or building upon any portion of any lot or block in Crystal Creek at Westbury Addition be utilized for temporary and/or short term rentals such as those activities contemplated by Airbnb.com or any other related type rental service or website.
25. **TRASH RECEPTACLES:** No trash, garbage, or other waste shall be kept, except in the sanitary containers in appropriate locations which may be specified by the ACC. Such containers shall be situated and enclosed or screened so as not to be visible from any residential street, private drive or adjacent lot. No trash, garbage or waste receptacles shall remain on the street, except beginning at 6:00 P.M. on the day before the scheduled pick-up and through the day of trash pick-up by the City of Oklahoma City or such authorized provider.
26. **BOATS, TRAILERS, ETC:** Boats, trailers, motor homes, or other recreational vehicles may not be parked, kept, or maintained on any street or driveway in said Crystal Creek at Westbury Addition, but may be kept on the premises provided they are concealed within the residence garage. Automobiles and pickup trucks may be parked in the driveway. Commercial vehicles, except for pickup trucks, are prohibited.
27. **PARKING:** No vehicles of any type shall be stored permanently on any lot or driveway.
28. **TEMPORARY STRUCTURES:** No existing erected building structure of any sort may be moved onto or placed on any of the above described residential building lots located in Crystal Creek at Westbury Addition, it being the intention of the covenants to definitely prohibit this moving onto or placing of any existing residential structure on any of the lots or blocks in Crystal Creek at Westbury Addition.
29. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

30. DETACHED STRUCTURES: No Trailer, basement, tent, shack, garage, servants' quarters, nor any detached structures located on any building site in Crystal Creek at Westbury Addition, shall at any time be used as a main residence, temporary or permanent, nor shall any structure of a temporary nature or character be used as a main residence. No detached structures shall be allowed on any Lot which does not correspond in style and architecture to the residence to which it is appurtenant, unless the ACC otherwise prior consents in writing.
- On Block 1 (ONLY) as referenced by the recorded Plat, small tool or storage sheds of less than 121 sq.ft. of floor area and 6'-6" maximum eave height and 7'-6" maximum overall height, may be maintained in the rear yard areas provided that such rear yard area is enclosed with a 6' high sight proof fence.
31. LANDSCAPING: All builders must preserve all existing trees as much as possible to every practical extent. All builders must provide at least two trees of at least 3" inches caliber measured six (6) inches from the ground level (either existing or to be planted in the area between the building line and the street right-of-way). Corner lots must have four (4) trees, two (2) on each street. Trees must be a deciduous or evergreen variety. If above trees die, they must be replaced within thirty (30) Days by the property owner, or the Crystal Creek at Westbury Homeowners Association at its discretion may replant the trees and the cost thereof be paid by the lot owner to the Crystal Creek at Westbury Homeowners Association upon demand, and until paid, such cost shall constitute a lien against the lot. All builders must landscape the front yards with appropriate shrubs, plants, and trees with a minimum expenditure of \$2,000.00 not including sod or irrigation.
32. MAINTENANCE, REPAIRS, AND VACANT LOTS: No trash, ashes, tree limbs or other refuse may be thrown or dumped on any vacant lot. Each owner of a lot shall keep and trim the trees, repair fences, repair or replace any broken or dilapidated mail boxes, maintain and mow the lot, remove all trash and refuse, and otherwise keep the lot in a clean presentable position. Upon failure of the owner of each lot to abide by the conditions herein stated the Crystal Creek at Westbury Homeowners Association may, in its discretion, mow such areas, trim the trees, repair fences, repair or replace dilapidated mail boxes, remove trash or refuse, and if necessary, levy an assessment upon such lot for the cost involved, which assessment shall constitute a lien upon such lot to the same extent as is provided elsewhere herein with respect to other assessments.
33. MISCELLANEOUS COMMON AREA: The following restriction shall apply to the use and enjoyment of the Common Area:
- The Crystal Creek at Westbury Homeowners' Association, Inc., (hereinafter called "HOA") shall be the owner of the Common Area, and shall at all times keep and maintain in good order all landscaping and buildings upon said Common Area.
34. ADDRESS BLOCK: Each home must have a cast stone "Address Block" placed either on the masonry mailbox or front of the home.
35. MOVING EXISTING BUILDINGS ONTO A LOT PROHIBITED-No existing, erected house or detached structure may be moved on to any lot from another location.
36. ENFORCEMENT: Should the owner or tenant of any lot or lots, block, or building sites in this addition violate any of the restrictive covenants or conditions contained herein, and thereafter refuse to correct same and to abide by said restrictions and conditions contained herein after

reasonable notice, then in such event, any owner of any block, lot, or building site in this addition and/or the ACC and/or the HOA instituting such legal proceedings to maintain and enforce and aforesaid restrictions and conditions, said attorneys' fees, court costs, and other expenses allowed and assessed by the Court for the aforesaid violation or violations shall become a lien upon the land as of the date legal proceedings were originally instituted, and said lien shall be subject to foreclosure in such action so brought to enforce such restrictions in the manner provided by the law.

- 37. PARTIAL INVALIDATION: Invalidation of any one of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.
- 38. AMENDMENT: These Dedications, Reservations, and Restrictions may be amended, in whole or in part, by a duly recorded instrument executed and acknowledged by sixty-six and two-thirds percent (66 2/3%) of the Class A & Class B votes outstanding as of the date of the Amendment of all Class A & Class B lot owners in the Crystal Creek at Westbury Addition , and all future subdivisions platted by Crystal Creek at Westbury Addition and any and all amendments shall first have the approval of ECC 910 LLC. The approval of ECC 910 LLC shall terminate on December 1, 2037.

Executed this _____ day of _____, 2017

ECC 910 LLC

By: _____

Ron Walters, Manager

State of Oklahoma)
) SS.

County of Oklahoma)

This instrument was acknowledged before me, on this ____ day of _____, 2017, by Ron Walters, Manager of ECC 910 LLC.

Notary Public

DECLARATION

CRYSTAL CREEK AT WESTBURY HOMEOWNERS' ASSOCIATION, INC.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting Crystal Creek at Westbury Addition, ECC 910, LLC, hereby declares that all the real property in said subdivision and each part thereof, shall be held, sold and conveyed, subject to the following easements, covenants running with the land and shall be binding on all parties having or acquiring any right, title or interest in said Crystal Creek at Westbury Addition, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ECC 910 LLC has formed, or shall form, the Crystal Creek at Westbury Homeowners' Association, Inc., a non-profit corporate entity, established pursuant to the General Corporation Act of the State of Oklahoma, formed for the general purpose of owning and maintaining the common areas and enhancing the value, desirability and attractiveness of Crystal Creek at Westbury Addition.

ARTICLE I

Definitions

Section 1. "Association" shall mean and refer to Crystal Creek at Westbury Homeowners' Association, Inc. as originally established by Crystal Creek at Westbury Homeowners' Association, Inc., Declarations recorded in Book_____, Pages_____, inclusive, Canadian County, Oklahoma.

Section 2. "Common Area", as shown on the Final Plat, that shall be maintained by the Crystal Creek at Westbury Homeowners' Association, Inc. shall mean the following:

Common Area A

Common Area B

Common Area D

The Street Right of Way on the south side of SW. 27th Street.

The Common Area that shall be maintained by the adjacent Homeowners,
Common Area C.

Section 3. "Lot" shall mean any plot of land or part thereof shown on the recorded subdivision map and Plat of Crystal Creek at Westbury Addition.

Section 4. "Maintenance" shall mean the exercise of reasonable care necessary to keep and to water, mow and/or replace grass, trees and make repairs to the Common Area.

Section 5. "Member" shall mean every person who owns a lot in the Crystal Creek at Westbury Addition, except builders.

Section 6. "Owner" shall mean the record owner of the title to any lot in the Crystal Creek at Westbury Addition, but shall not include those holding title merely as security of an obligation or as a builder.

Section 7. "Subdivision" shall mean the subdivided real property hereinbefore described, in the Final Plat of Crystal Creek at Westbury Addition, Canadian County, Oklahoma.

Section 8. "Builder" is any person, firm, or corporation that acquires title to a lot for the purpose of constructing a house thereon for resale.

Section 9. "Developer" is ECC 910 LLC and its successors and assigns.

ARTICLE II

Membership and Voting Rights

Section 1. Each owner of a lot by acceptance of a deed, consents that such owner shall be a member of the Crystal Creek at Westbury Homeowners' Association, Inc. and is subject to all of the terms and conditions as set forth in the Owners Certificate, Dedication, Reservations and Restrictions and in the Declaration for Crystal Creek at Westbury Homeowners' Association, Inc., and the Bylaws of the Crystal Creek at Westbury Homeowners' Association, Inc., and to all rules and regulations enacted by the Board of Directors of the Crystal Creek at Westbury Homeowners' Association, Inc. pertinent to use and enjoyment of the common areas.

Section 2. The Crystal Creek at Westbury Homeowners' Association, Inc. shall have two (2) classes of voting membership:

- (a) The Class A members shall be all of the owners, except Developer and builders, who shall be entitled to one vote for each lot owned. If two or more persons are the joint owners, all such persons shall be members, but only one shall be entitled to vote.
- (b) Class B members shall be the Developer, who shall be entitled to three (3) votes for each lot owned by it and each lot that the Developer has conveyed to builder until such time as the builder conveys the lot to an owner.
- (c) Any Builder shall not be a member of the Crystal Creek at Westbury Homeowners' Association, Inc.

Section 3. Whenever a member shall cease to own real property in Crystal Creek at Westbury Addition, such member shall automatically be dropped from membership in the Crystal Creek at Westbury Homeowners' Association, Inc.

Section 4. The Developer shall retain the right to veto any proposed action of the Crystal Creek at Westbury Homeowners' Association, Inc., and the Crystal Creek at Westbury Homeowners' Association, Inc. shall be bound by the Developer's veto. The Developer shall have this power of veto notwithstanding any language herein to the contrary.

ARTICLE III

Meetings of Members

Section 1. There shall be an annual meeting of the members of the Crystal Creek at Westbury Homeowners' Association, Inc. at such place as may be designated on the First Thursday in February of each year, and if a legal holiday, then on the next succeeding business day at 7:00 P.M. for the transaction of such business as may come before the meeting.

Section 2. Special meetings of the members shall be held whenever called by the President or a majority of the Board of Directors or at the request of ten (10) members.

Section 3. Notice of the annual or of a special meeting shall be sent by mail or hand delivered by the Secretary of the Crystal Creek at Westbury Homeowners' Association, Inc. to the last known address of all members at least ten (10) days prior to the meeting.

Section 4. Each Class A member may cast one vote for each lot owned, either in person or by proxy. Each Class B member may cast three (3) votes for each lot owned, either in person or by proxy.

Section 5. At any Meeting of the members, a quorum shall consist of fifty percent (50%) of the total number of votes outstanding as of the date of the meeting, either present in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting. If the quorum is not present, another meeting may be called within sixty (60) days, pursuant to giving notice of the same, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

Section 6. At the first annual meeting the members shall elect three (3) members as Directors, one to serve for one (1) year, one to serve for two (2) years and one to serve for three (3) years, the term to be determined by lot. At each annual meeting, thereafter one director shall be elected to serve for a term of three (3) years. If, during the preceding year, a vacancy has occurred in the Board of Directors, the members at the annual meeting shall elect a director to serve for the unexpired term of the vacancy.

ARTICLE IV

Board of Directors

Section 1. The business and affairs of the Crystal Creek at Westbury Homeowners' Association, Inc. shall be managed by a Board of Directors which shall consist of three (3) members.

Section 2. The Board shall hold an annual meeting on the second Thursday of February of each year. All other meetings may be held at the time and place as designated by the Board.

Section 3. The majority of the Directors shall constitute a quorum for the transaction of business. The acts of a majority of the Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors.

Section 4. Whenever a vacancy in the membership of the Board of Directors shall occur, the remaining members of the Board shall select a member to serve until the next annual meeting of the members.

Section 5. The Board of Directors has authority and it will be its duty:

- (a) To exercise all powers, duties and authority vested in the Crystal Creek at Westbury Homeowners' Association, Inc., under the laws of the State of Oklahoma, and in the Owners Certificate, Dedication, Reservations and Restrictions, and in the Declaration and Bylaws of the Crystal Creek at Westbury Homeowners' Association, Inc.;
- (b) To adopt rules and regulations governing the use, maintenance and upkeep of the common area.
- (c) To collect and distribute the annual and special assessments;
- (d) To file liens and lawsuits to enforce the payment of dues and assessments;
- (e) To adopt by-laws for the Crystal Creek at Westbury Homeowners' Association, Inc.;

ARTICLE V

Officers

Section 1. The Board of Directors shall elect, from the Board, officers of the Crystal Creek at Westbury Homeowners' Association, Inc. which shall consist of a President, Vice-President and Secretary-Treasurer who shall each serve for one (1) year.

Section 2. At the annual meeting of the Board of Directors, the Board shall elect the officers who shall take office immediately after election.

Section 3. The President shall be the Chief Executive Officer of the Crystal Creek at Westbury Homeowners' Association, Inc. and shall perform such duties as from time to time may be assigned to him by the Board.

Section 4. In the case of the absence or disability of the President, the duties of that officer shall be performed by the Vice-President. He shall also perform such duties as may be assigned to him by the Board.

Section 5. The Secretary-Treasurer shall keep the minutes of the Board of Directors' meeting and of the annual meeting of the members. The Secretary-Treasurer shall give all notices required by the rules of the Crystal Creek at Westbury Homeowners' Association, Inc. and shall have custody of all receipts, disbursements, and funds of the Crystal Creek at Westbury Homeowners' Association, Inc..

Section 6. The President, with the advice and consent of the Directors, shall appoint such committees as the Board shall deem necessary to perform the obligations of the Crystal Creek at Westbury Homeowners' Association, Inc..

Section 7. The officers, directors, and committees shall not be entitled to any compensation for their services.

ARTICLE VI

Assessments

Section 1. The owner shall pay the Crystal Creek at Westbury Homeowners' Association, Inc. annual assessments and special assessments, which assessments will be established and

collected as hereinafter provided. The annual and special assessments, together with the interest, costs and reasonable attorney fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and attorney fees, that may be allowed in any legal action for enforcement, shall also be the personal obligation of the owners and be a lien on the property of each lot at the time of the assessment fell due.

Section 2. The annual assessments shall be used exclusively for the upkeep, improvement, and maintenance of the common areas. The annual assessments shall include, and the Crystal Creek at Westbury Homeowners' Association, Inc. shall acquire and pay for out of the funds derived from the annual assessments:

- (a) Water, electrical lighting and other necessary utility services for the common areas;
- (b) Maintenance of the common areas which includes the planting and mowing of grass and the planting and cultivation of flowers and shrubs;
- (c) Keeping and maintaining the automatic sprinkler systems, Entries, Walls, and Fences, building and common areas in a good state of repair;
- (d) To employ laborers to perform the necessary services and to pay for workman's compensation and other insurance, if necessary, covering such employees;
- (e) To purchase and pay for all other types of insurance, such as general liability insurance, that the Board of Directors may determine necessary for the protection of the Crystal Creek at Westbury Homeowners' Association, Inc. and its members.

Section 3. The annual assessment for Class A members for the current year shall be the assessments heretofore fixed the Board of Directors. Subsequently, the annual assessment for Class A members may be increased or decreased so that only amounts sufficient to pay the expenses shall be collected.

Section 4. The annual assessment for Class B members shall be one-third ($1/3^{\text{rd}}$) of the amount paid by Class A members. If the annual assessments are increased or decreased, the Class B Members shall pay one-third ($1/3^{\text{rd}}$) of the amount paid by Class A members.

Section 5. In addition to the annual assessments, the Crystal Creek at Westbury Homeowners' Association, Inc. may levy, in any year, a special assessment upon Class A members for the purpose of defraying any necessary repairs or replacements to the sprinkler system and the fence, or any other capital expenditures. The amount of the special assessment will be determined by the Board of Directors. The Class B members shall pay one-third ($1/3$) of the amount assessed against Class A members.

Section 6. The Board of Directors must establish the annual assessment by the 1st day of March of each year. All Annual Assessments are due and payable annually in advance on the 31st day of March of each year. Special assessments are due annually in advance within thirty (30) days after the same are fixed by the Board of Directors

Section 7. Any assessment, both annual and special, not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Crystal Creek at Westbury Homeowners' Association, Inc., acting through its

officers, may bring an action at law against the owner personally obligated to pay the same or may foreclose a lien against the property.

ARTICLE VII

General Provisions

Section 1. Westbury Morgan LLC, the ACC, Crystal Creek at Westbury Homeowners' Association, Inc., or any owner shall have the right to enforce by any proceedings at law or in equity all restrictions, conditions, covenants, assessments, liens and charges now or hereafter imposed by the provisions of this document.

Section 2. All of the provisions of the Owners Certificate Dedication Restrictions and Reservations, and all of the covenants and restrictions of this document may be amended by a duly recorded instrument executed and acknowledged by two-thirds (2/3) of the votes outstanding as of the date of the amendment. Votes shall be computed as provided in Article II, Section 2a and 2b. The Developer may unilaterally, even when it owns only one lot, amend these restrictions as long as such amendment is consistent with the basic plan for the development known as Crystal Creek at Westbury Addition.

Section 3. All of the provisions of the Owners Certificate Dedication Restrictions and Reservations, and all of the covenants and restrictions of the Crystal Creek at Westbury Homeowners' Association, Inc.'s Declaration are to run with the land and shall be binding on all parties and all persons claiming under them and shall inure to the benefit of and be enforceable by the Crystal Creek at Westbury Homeowners' Association, Inc., or any member thereof for a period of twenty (20) years and thereafter shall continue automatically in effect for additional periods of ten (10) years. This document may be amended at any time by an instrument signed by not less than two-thirds (2/3rds) of the votes as provided in Article II, Section 2a and 2b. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned owner had caused this Instrument to be executed by its Manager, ands notarized, at Oklahoma City, Oklahoma, this ____ day of _____, 2017.

ECC 910 LLC

BY _____

Ron Walters- Manager

State of Oklahoma)

) SS.

County of Oklahoma

This instrument was acknowledged before me, on this ____ Day of _____, 2017, by Romeo Danais, as manager of Westbury Morgan, LLC.

Notary Public

