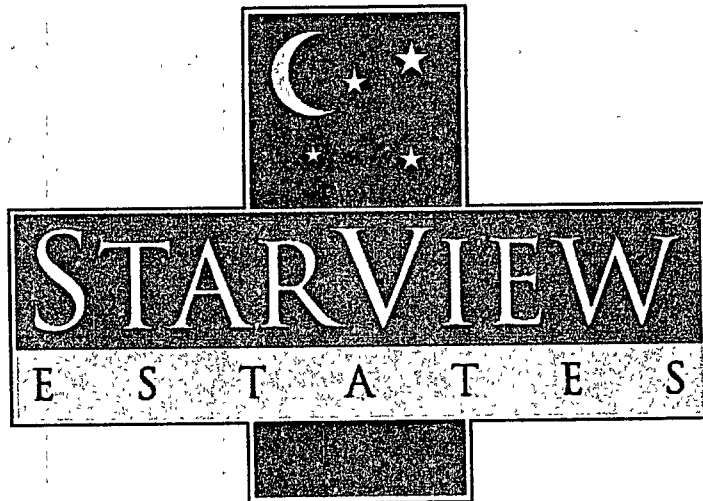


DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS FOR

28485



BK 0993 PG 0151

Dec # 2003028485
Bk 993
Pg 151-168
DATE 02/26/03 14:08:11
Filing Fee \$47.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. FARRISH, WASHINGTON

J. Sanders

DECLARATION

DECEMBER 11, 2002

STATE OF OKLAHOMA
COUNTY OF WASHINGTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That **Night Sky Development LLC** an Oklahoma Limited Liability Company (hereinafter called the "Declarant"), is the owner of that certain tract of land that contains approximately 49.6289 acres that is located in the City of Bartlesville (hereinafter called the "City"), Washington County (hereinafter called the "County"), Oklahoma, the legal description of which tract of land is marked Exhibit A: Legal Description, attached hereto and incorporated herein for all purposes (hereinafter called the "Property").

The Declarant is developing the Property into a single-family residential lot addition to the City to be known as **STARVIEW ESTATES** (hereinafter called the "Addition") in accordance with the Final plat of **STARVIEW ESTATES** that was approved by the City and will be recorded in the Deed Records of Washington County, Oklahoma (hereinafter called the "Plat")

By the execution and recordation of this Declaration of Covenants, Conditions and Restrictions for **STARVIEW ESTATES** (hereinafter called the "Declaration"), the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of establishing a general scheme for the development of the Property and all of the lots to be developed on the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property and all of the lots to be developed on the Property and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof.

ARTICLE ONE

CONSTRUCTION IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots that are developed on the Property shall be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one half (2.5) stories in height, and a private garage as provided below.

Section 1.2 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage Required. Each residence shall have a garage suitable for parking not less than two (2) standard size automobiles, which garage conforms in design and materials with the main structure.

Section 1.4 Restrictions on Resubdivision. None of the lots shall be subdivided into smaller lots.

Section 1.5 Driveways. All driveways shall be surfaced with concrete, asphalt or similar substance that is approved by the Architectural Control Committee (which term is defined in Section 2.1 to this Declaration).

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Section 1.6 Uses Specifically Prohibited.

(A) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, and gazebos which may be placed on a lot only in places which are not visible from any street or Common Areas which term is defined in Section 5.3[B] of this Declaration on which the lot fronts or backs) shall be permitted on any lot except that a builder or contractor may have temporary improvements (such as a construction trailer) on a given lot during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon a lot until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(B) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of the residence unless it is completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(C) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements on the Property.

(D) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(E) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Oklahoma. No inoperative cars or vehicles of any type or nature may be kept or situated on the Property.

(F) No structure of a temporary character such as a trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a dwelling house; provided, however that any builder may maintain a speculative "For Sale" house or construction trailers during the construction and sale period.

(G) No oil or gas drilling, oil or gas development operation, oil or gas refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring tar oil, natural gas or other minerals or water shall be erected, maintained or permitted on the Property.

(H) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose and intent of these provisions to restrict the use of the Property that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or

confined on the back of the lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification. As the Common Areas are for the enjoyment of all property owners in of STARVIEW ESTATES, pets must remain leashed and accompanied by the owners. Pets or animals otherwise owned by residents are restricted, under any condition, from swimming in the lakes.

(I) No lot or other area of the Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Material, incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(J) No individual water supply system shall be permitted on the Property.

(K) No individual sewage disposal system or septic tank shall be permitted on the Property.

(L) No garage, garage house or other outbuilding (except for construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(M) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(N) Except with the written permission of the Architectural Control Committee or as set forth herein, no antennas, dishes or other equipment for receiving or sending sound or video messages shall be permitted on the Property except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure provided however that one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet with prior written permission from the Architectural Control Committee. One (1) satellite dish or other instrument or structure may be installed so long as it is completely screened from view from any street or Common Areas in a manner that is acceptable to the Architectural Control Committee.

(O) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities so long as such activities are in compliance with all governmental and zoning requirements and do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(P) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree

shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(Q) Except for children's playhouses, dog houses, greenhouses, and gazebos no building previously constructed elsewhere shall be moved onto any lot, it being the intention and purpose that only new construction be placed and erected thereon.

(R) Within the utility easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage.

(S) The general grading, slope and drainage plan of a lot may not be altered without the prior approval of the City and all other appropriate private agencies having authority to grant such approval.

(T) Except for two (2) project identification signs on Price Road and Silver Lake Road, no sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than thirty-two (32) square feet, one (1) sign of not more than sixteen (16) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. The Declarant and its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and, in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.

(U) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or Common Areas or other facilities where the rear or side yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incidental to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(V) Except within fireplaces in the main residential dwelling, patio fireplaces as approved by the Architectural Control Committee and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

Section 1.7 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, breezeways, patios and detached accessory buildings, shall be not less than three thousand five hundred (3,500) square feet.

Section 1.8 Building Materials. The total exterior wall area of each building constructed or placed on a lot shall be not less than One Hundred Percent (100%) masonry. Each story above the first floor of a straight wall structure shall be at least Eighty Percent (80%) masonry, exclusive of doors, windows and the area above the top plate line. Windows, doors or Areas above the top plate line are excluded from the calculation of the total exterior wall area. Roofing shall be of a substance that has a minimum weight of three hundred (300) pounds per standard package and that is acceptable to the City and the Architectural Control Committee.

Section 1.9 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City. Eaves and steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 1.10 Waiver of Front Setback Requirements. With the written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided above, where, in the opinion of the Architectural Control Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 1.11 Fences and Walls. Any fence or wall must be constructed of masonry, brick, decorative iron or other material as defined in STARVIEW ESTATES Architectural Control Committee Design Guidelines which have been prepared by the Declarant (hereinafter called the "Design Guidelines"), which, as may be amended from time to time by the Declarant, are incorporated herein for all purposes. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. However, all side yard fencing on corner lots shall run parallel to the curb and may be placed up to the side building line as shown on the Plat.

Section 1.12 Sidewalks. All sidewalks shall conform to the City specifications and regulations.

Section 1.13 Mailboxes. Mailboxes shall have standardized features which will be defined by the Declarant in the Architectural Control Committee Design Guidelines.

Section 1.14 Landscaping. Landscape plans for each lot must be approved by the Architectural Control Committee prior to installation. Any deviations from the initially approved plans must be approved prior to installation. Landscape plans will be reviewed for appropriateness of selected materials, blockage of potential view corridors, mature height of specified materials and blending of the landscape with the total community. Plant materials will be of sufficient quantity to present a fully landscaped facade upon initial installation and shall at a minimum include:

- (A) A fully sodded front, side and rear yard;
- (B) A minimum of twenty (20) shrubs (a minimum of 5-gallon size); and
- (C) Two (2) 5" -6" caliper trees in each yard.

Rear yards of residences that back to the Common Areas must be included in the landscape plan and installed at the same time as the landscape of the front and side yards. Landscaping between two feet (2') and six feet (6') in height may not be planted near the corners of intersecting streets in such a manner that site distances will be restricted for vehicular traffic. The owners must maintain the landscaping in a neat, trim, well watered condition at all times. The Architectural Control Committee and the STARVIEW ESTATES HomeOwners Association has the authority to maintain any lot that does not comply and bill the owner for all expenses incurred.

ARTICLE TWO

ARCHITECTURAL CONTROL

Section 2.1 Appointment. The Declarant shall designate and appoint an Architectural Control Committee (hereinafter called the "Architectural Control Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards on the Property. The Architectural Control Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration and with the Design Guidelines. Specifications showing the nature, kind, shape, color, size, materials, location of all construction and the plan for discharge of water from the lot or dwelling, shall be submitted to the Architectural Control Committee for approval as to the quality of workmanship and design and harmony of external design with existing structures and as to the location in relation to surrounding structures, topography and final grade elevations. The Declarant shall have sole and full authority to amend the Design Guidelines. The Design Guidelines shall be made available to prospective owners, lot owners and builders who seek to engage in construction upon any portion of the Addition, all of whom shall conduct their operations strictly in accordance therewith. Until One Hundred Percent (100%) of the Property has been conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the Architectural Control Committee. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form that is executed by the Declarant. The Architectural Control Committee is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Architectural Control Committee in the performance of its functions set forth herein.

Section 2.2 Successors. In the event of the death, resignation or removal by the Declarant of any member of the Architectural Control Committee, the Declarant shall appoint a successor member. No member of the Architectural Control Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications in accordance with this Declaration and the Design Guidelines have been submitted to and approved in writing by all of the members of the Architectural Control Committee.

Section 2.4 Approval/Disapproval. If disapproved by the Architectural Control Committee, one set of the plans and specifications shall be returned marked "DISAPPROVED" and shall be accompanied by a written statement that sets forth the reasons for disapproval, which statement shall be signed by all of the members of the Architectural Control Committee. Any modification of the approved set of plans and specifications must again be submitted to the Architectural Control Committee for its approval. The Architectural Control Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Architectural Control Committee give verbal approval or disapproval of plans and specifications. If the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article Two shall be deemed to have been expressly approved subject to and on the

condition that the proposed improvements are generally in harmony with the scheme of the Addition as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article Two shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g., clearing and grading, pouring of footings, etc.) or unless such plans and specifications are altered or changed. Refusal of approval of plans and specifications by the Architectural Control Committee may be based upon any ground which is consistent with this Declaration and/or the Design Guidelines, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious. In case of a dispute about whether the Architectural Control Committee responded within such time period, the person submitting the plans and specifications shall have the burden of establishing the date on which the Architectural Control Committee received the plans and specifications. The Architectural Control Committee's receipt of the plans and specifications may be established by a signed certified mail receipt or a signed delivery receipt

Section 2.5 Landscaping Approval. To preserve the aesthetic appearance of the Addition, no landscaping, grading, excavation or tilling of any nature whatsoever shall be implemented and installed by any purchaser or lot owner unless and until the plans and specifications thereof have been submitted to and approved in writing by the Architectural Control Committee. The provisions of Section 2.4 hereof regarding time for approval of plans and specifications, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation or filling. Weather permitting, each dwelling shall be fully landscaped on or before thirty (30) days from the date of occupancy by the purchaser.

Section 2.6 Approval Not a Guarantee. No approval of plans and specifications by the Architectural Control Committee and no publication of Design Guidelines by the Declarant shall be construed as representing or implying that such plans, specifications or Design Guidelines will, if followed, result in properly designed improvements. Such approval by the Architectural Control Committee and/or compliance with the Design Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, the Association nor the Architectural Control Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article Two any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations nor any defects in construction that is undertaken pursuant to such plans and specifications. **The purpose of such review primarily seeks to conform the aesthetic appearances of development within the Property.**

Section 2.7 Standards. The Architectural Control Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Architectural Control Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Architectural Control Committee shall also have the authority to require a minimum 4-12 foot roof slope, to specify that chimney flues be covered with brick or masonry, to prohibit the use of lightweight composition roof material of less than three hundred (300) pounds per square, to require the use of anodized, non-silver aluminum divided light and preferably a wood or clad wood window. This Declaration and the Design Guidelines shall be uniformly applied.

Section 2.8 Termination: Continuation. The Architectural Control Committee appointed by the Declarant shall cease to exist on the earlier of: (A) the date on which all the members of the Architectural Control Committee file a document declaring the termination of the Architectural Control Committee; or (B) the date on which residences have been completely constructed on all lots on the Property. Notwithstanding the above provision, at any time after the termination of the Architectural Control Committee, the Association shall have the authority to have a committee selected by the Board of Directors of the Association to continue the functions of the Architectural Control Committee. Variations from the standards set forth in this Declaration and in the Design Guidelines shall be made in accordance with the general development standards as reflected in the plans and specifications, construction materials, landscaping and other matters that have been approved by the Architectural Control Committee or Association committee during their periods of control.

Section 2.9 Liability of Committee. The members of the Architectural Control Committee shall have no liability for decisions that are made by the Architectural Control Committee so long as those decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or specifications that are submitted to the Architectural Control Committee shall be the responsibility of the owner of the lot to which the improvements relate. The Architectural Control Committee shall have no obligation to check for errors in or omissions in any plans or specifications or to check for compliance with the provisions of this Declaration, the Design Guidelines, City codes, state statutes or the common law. This Section 2.9 shall also apply to the members of the Associations committee, if such a committee comes into existence pursuant to Section 2.8 of this Declaration.

ARTICLE THREE

SPECIAL FENCING LANDSCAPING AND MAINTENANCE

Section 3.1 Fences, Walls, Sidewalks, and Sprinkler Systems. For a period of ten (10) years after the recording of this Declaration, Declarant shall have the right to erect and install and the Association shall have the right and obligation to maintain, repair and/or replace fences, wall and/or sprinkler systems within that portion of any lot located outside the building lines as shown on the Final Plat or within any designated landscape easements (hereinafter called the "Restricted Area"). Any fence, sidewalk or sprinkler system shall not be the property of the owner of the lot on which such fence, wall, sidewalk or sprinkler system is erected or installed, subject to the easements and rights of Declarant set forth below (hereinafter called "Abutting Lot"). No fence, wall, sidewalk or sprinkler system shall be erected or installed in the Restricted Area by the owner thereof without the prior written consent of Declarant.

Section 3.2 Landscaping. Declarant shall have the right to grade, plant and/or landscape and the Association shall have the right and obligation to maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Restricted Area of an Abutting Lot or Common Areas. In the event Declarant does not landscape the Restricted Area on any Abutting Lot or Common Areas, the owner thereof may plant grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Restricted Area.

Section 3.3 Easement. The Declarant, for and on behalf of itself and the Association, shall have, and hereby reserves, the right and easement to enter upon the Restricted Area of the Abutting Lots for the purpose of exercising the discretionary rights set forth above.

Section 3.4 Maintenance by Individual Lot Owner. In the event the Association does not maintain or repair any fences, walls, sidewalks, grading, planting or landscaping erected, installed or situated within the Restricted Area of any Abutting Lot or Common Areas, then the owner of such Abutting Lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, sidewalks, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the lot owner shall give Declarant ten (10) business days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the Restricted Area on any Abutting Lot or Common Areas and any fences, walls, sidewalks, grading, planting and landscaping thereon are being reasonably maintained and repaired by Declarant, the owner of such Abutting Lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of Declarant. In no event shall the owner of any Abutting Lot perform any maintenance or repair work on any sprinkler within the Restricted Area without the prior written consent of Declarant.

Section 3.5 Thirty-year Limitation. The provisions of this Article Three regarding Declarant's and the Association's rights shall terminate and be of no further force and effect from and after that date which is thirty (30) years after the recording of this Declaration unless the home owners elect to exercise Declarant's rights hereunder pursuant to Section 7.13 of this Declaration.

ARTICLE FOUR

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1 Membership. Every owner of a lot shall be a member of Homeowners' Association of STARVIEW ESTATES, an Oklahoma nonprofit corporation, and its successors and assigns (hereinafter called the "Association"). Membership shall be appurtenant to and shall not be separated from ownership of any lot which is part of the Property. Every member shall have the right to inspect the books of the Association at all reasonable times during business hours.

Section 4.2 Voting Rights. The Association shall have the following two (2) classes of voting membership to be designated, respectively, Class A and Class B:

(A) Class A. The Class A Members shall be all lot owners, with the exception of the Declarant (until conversion of the Declarant's Class B Membership into a Class A Membership as hereinafter provided), and shall be entitled to one (1) vote for each lot owned in the Addition. When more than one person owns an interest in any lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised as the owners of the particular lot shall among themselves determine. In no event shall more that one (1) vote be cast with respect to any lot.

(B) Class B. The Class B Member shall be the Declarant which shall be entitled to two (2) votes for each lot that it owns in the Addition. The Class B Membership shall cease and be converted to Class A Membership thirty (30) years following the earliest date upon which ownership of any lot in the Addition becomes vested in a person other than the Declarant.

Section 4.3 Board of Directors. The initial members of the Board of Directors are set forth in and designated by the Articles of Incorporation of the Association. Beginning with the annual meeting of the members of the Association in 2002, the members of the Association shall elect the Board of Directors. The Board of Directors shall, by majority vote, conduct the business of the Association, except when the vote of the members is required pursuant to this Declaration or pursuant to the Articles of Incorporation and/or Bylaws of the Association.

Section 4.4 Bylaws. The Association may make whatever rules and Bylaws it deems desirable to govern the Association and its members; provided however, that any conflict between the Bylaws and the provisions of this Declaration shall be controlled by the provisions of this Declaration.

ARTICLE FIVE

ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot on the Property, and each owner by acceptance of a deed to a lot, is deemed to covenant and agree to pay to the Association the following: (A) annual assessments or charges; and (B) special assessments, both of which assessments shall be established and collected as hereinafter provided. The annual assessments and special assessments, together with interest, costs and reasonable attorneys, fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the owner's successor in title unless expressly assumed by him.

Section 5.2 Annual Assessment. Each lot on the Property is hereby subjected to an annual assessment in the amount of Five Hundred Dollars (\$500.00) for each calendar twelve (12) month period (hereinafter called the "Annual Assessment"), for the purpose of creating a fund to be designated and known as the "Maintenance Fund". The Annual Assessment will be paid by the owner or owners of each lot to the Association on February 1st of each year. The amount of the Annual Assessment will be determined annually by the Board of Directors of the Association at least thirty (30) days in advance of the due date of each Annual Assessment. The amount of the Annual Assessment may be increased each year by an amount equal to not more than Twenty-five Percent (25%) above the Annual Assessment in the previous year. The Annual Assessment may be increased to an amount in excess of Twenty-five Percent (25%) of the Annual Assessment for the previous year by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present and the approval of the Board of Directors. The amount of the Annual Assessment for each lot shall be uniform. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 5.3 Purposes. The Association shall use the Maintenance Fund for the current cost and to create a reserve fund to pay for the future cost of the following:

- (A) Providing for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located, or which in the future may be located, in streets,

easements, the Common Areas, or street pavement edges or property lines or at subdivision entryways on the Property.

(B) Maintaining and repairing any fence, walls, sidewalks, and/or sprinkler systems to be constructed and the landscaping to be installed by the Declarant within drainage easements as shown on the Plat or within that portion of any lot located outside the building lines as shown on the Final Plat, within the Common Areas as shown on the Plat (hereinafter collectively called the "Common Areas").

(C) Maintaining and repairing the lakes and the landscaping to be installed by the Declarant on that certain portion of the Property that is shown as open space on the Plat, which lake Areas will be conveyed by the Declarant to the Association and which lake Areas are included within the term "Common Areas" for all purposes.

Section 5.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Association may levy special assessments (hereinafter called "Special Assessments") for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or to the Common Areas, including recreational facilities, walls, fences, lighting, lake improvement or maintenance, signs, fountains and sprinkler systems, provided that each Special Assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present and the approval of the Board of Directors. The amount of the Special Assessment for each lot shall be uniform.

Section 5.5 Effect of Nonpayment of Assessments and Remedies of the Association. A Class A Member shall not be entitled to vote on any matter in the event that the Class A Member is delinquent in the payment of any Annual Assessment or Special Assessment. Any Annual Assessment or Special Assessment that is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the highest legal rate or the rate of Eighteen Percent (18%) per annum. The Association may bring an action at law against the owner who shall be personally obligated to pay the same or foreclose the lien against the lot. No owner may waive or otherwise escape liability of the Annual Assessment and the Special Assessment by nonuse of any Common Areas or abandonment of the owner's lot.

Section 5.6 Subordinated Lien to Secure Payment. The lien of the assessments provided for herein shall be subordinate to the liens of any valid mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability and liens for any assessments thereafter becoming due.

Section 5.7 Duration. The Annual Assessments will remain effective for the full term (and extended term, if applicable) of this Declaration.

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ARTICLE SIX

PROPERTY RIGHTS IN COMMON AREAS

Section 6.1 Association's Rights. The Association and its agents, contractors and employees shall have the right and easement to enter upon Common Areas for the purpose of exercising the rights and performing the obligations of the Association as set forth in this Declaration.

Section 6.2 Common Areas Easements. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which right shall be appurtenant to and shall pass with the title to each lot, subject to the right of the Association to dedicate or transfer all or part of any Common Areas to any public agency, authority or utility company and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 6.3 Delegation of Rights. Any owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family or to persons residing on the lot under a lease or contract to purchase from the owner.

ARTICLE SEVEN

GENERAL PROVISIONS

Section 7.1 Easements. Easements for the installation and maintenance of utilities for streets, for vehicular traffic, for access and for drainage are reserved and granted by the Declarant as shown on the Plat. The Declarant reserves the right to make changes in and additions to the easements on the plat for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the owner's lot.

Section 7.2 Recorded Plat. All dedications, limitations, restrictions and reservations that are or will be shown on the Plat are and shall be deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying lots on the Property, whether specifically referred to therein or not.

Section 7.3 Lot Maintenance. The owner and occupant of each lot shall, upon occupying a house, establish grass in the front, rear and side yards, and shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the Property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street or the Common Areas. No owner shall permit weeds or grass to grow to a height of greater than six inches (6") upon his lot. Upon failure of any owner to maintain the owners lot, the Declarant or its agents or the Association may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such lot shall be obligated, when presented with an itemized statement, to reimburse the Declarant or the Association for the cost of such work.

Section 7.4 Maintenance of Improvements. Subject to the provisions of Article Three, each owner shall maintain the exterior of all buildings, fences, walls and other improvements on the owners lot in good condition and repair, and shall replace worn and rotten panels, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking Areas or other exterior portions of the improvements to the owners lot to deteriorate in an unattractive manner.

Section 7.5 Term. The foregoing covenants, conditions, restrictions and agreements shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

Section 7.6 Severability. If any covenant, condition, restriction or agreement that is contained herein shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, restriction or agreement that is contained herein, each of which shall remain in full force and effect.

Section 7.7 Binding Effect. Each of the covenants, conditions, restrictions and agreements that is contained herein is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that the covenants, conditions, restrictions and agreements are not for the benefit of the owner of any land except land in the Property. This Declaration, when executed, shall be filed of record in the Deed Records of the County so that each and every owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions and agreements that are contained herein.

Section 7.8 Enforcement. The owner of any lot on the Property shall have the easement and right to have each and all of the covenants, conditions, restrictions, and agreements that are contained herein faithfully carried out and performed with reference to each and every lot on the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof. It is the Declarant's intention and purpose to attach to each lot on the Property, without reference to when it was sold, the right and easement to have such covenants, conditions, restrictions and agreements strictly complied with, such right to exist with the owner of each lot and to apply to all other lots on the Property whether owned by the Declarant, its successors and assigns, or others. Failure by any owner, including the Declarant, to enforce any covenant, condition or restriction that is contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 7.9 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but the term shall not include those having an interest merely as security for the performance of an obligation.

Section 7.10 Other Authorities. If other authorities, such as the City or County, impose more demanding, expensive or restrictive requirements than the requirements that are set forth herein, the requirements of those authorities shall also be complied with. Other authorities' imposition of lesser

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requirements than the requirements that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

Section 7.11 Addresses. Any notice or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notice or correspondence to the Architectural Control Committee or to the Association shall be addressed to the address that is shown below the signature of the Declarant below or to such other address as is specified by the Architectural Control Committee in an instrument that is recorded in the Deed Records of the County.

Section 7.12 Association's Election. If at any time the Association, acting as a result of the affirmative vote of all of the members, elects to perform some or all of the Declarant's obligations or other rights or functions hereunder, and if such decision is approved in writing by the Declarant, then the Association shall be entitled to all the discretion, authority, easements and rights of the Declarant with respect to the matters as to which the Association elects to assume responsibility and to which the Declarant agrees in writing.

Section 7.13 Amendment. At any time, the owners of the legal title to Eighty-five Percent (85%) of the lots on the Property (as shown by the Deed Records of the County) may amend the covenants, conditions, restrictions, and agreements that are set forth herein by recording an instrument containing the amendment. However, for the thirty (30) years following the recording of this Declaration, or until such time as sixteen (16) of the lots are sold, no amendment shall be valid or effective without the written joinder and consent of the Declarant.

EXHIBIT A

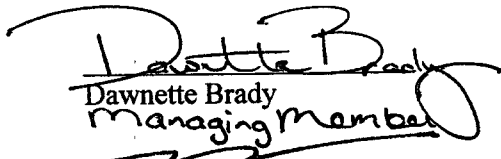
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE N 89 DEGREES 58'00" E ALONG THE NORTH SECTION LINE OF SAID SECTION 29 A DISTANCE OF 25.00 FEET; THENCE S 0 DEGREES 05'48" W A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PRICE ROAD, ALSO BEING THE TRUE POINT OF BEGINNING; THENCE N 89 DEGREES 58'00" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 1531.64 FEET TO A JOG IN THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD; THENCE S 0 DEGREES 02'00" E ALONG RIGHT-OF-WAY LINE OF SAID PRICE ROAD; A DISTANCE OF 15.00 FEET; THENCE N 89 DEGREES 58'00" E ALONG THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 420.00 FEET TO A JOG IN THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD; THENCE N 0 DEGREES 02'00" W ALONG THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 15.00 FEET; THENCE N 89 DEGREES 58'00" E ALONG THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 57.00 FEET; THENCE S 0 DEGREES 00'06" E A DISTANCE OF 1021.47 FEET; THENCE S 89 DEGREES 52'48" W A DISTANCE OF 716.80 FEET; THENCE S 85 DEGREES 08'36" W A DISTANCE OF 145.05 FEET; THENCE S 0 DEGREES 04'08" E A DISTANCE OF 86.12 FEET; THENCE N 89 DEGREES 57' 54" W A DISTANCE OF 1149.33 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SILVER LAKE ROAD; THENCE N 0 DEGREES 05'48" E LONG THE EAST RIGHT-OF-WAY LINE OF SAID SILVER LAKE ROAD, A DISTANCE OF 1119.51 FEET, TO THE POINT OF BEGINNING, CONTAINING 49.6289 ACRES MORE OR LESS. Subject to appurtenances, covenants, improvements, easements, restrictions and mineral conveyances of record.

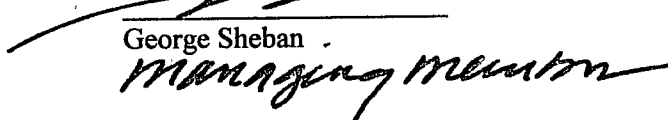
BK 0993 PG 0166

EXECUTED this 11th day of December, 2002

DECLARANT NightSky Development, LLC

BY


Dawnette Brady
Managing Member


George Sheban
MANAGING MEMBER

ADDRESS

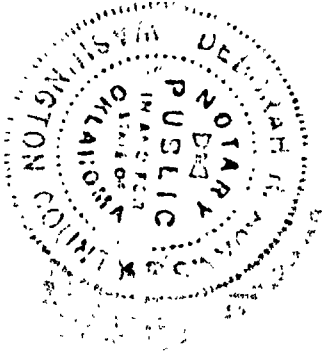
2622 East Starview Circle
Bartlesville, Oklahoma 74006

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

My Commission Expires:
2-4-2004
Comm. # 00002058

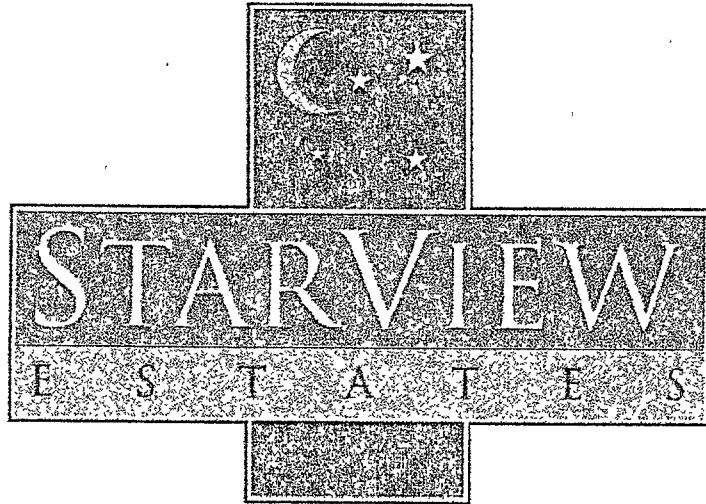
Dennis Adams
Notary Public



BK 0993 PG 0168

AMENDED
DECLARATION OF COVENANTS,
CONDITIONS & RESTRICTIONS FOR

031454



BK0998 Pg 194b



Doc # 2003031454
Bk 998
Pg 1946-1963
DATE 05/01/03 14:34:07
Filing Fee \$45.00
Documentary Tax \$0.00
State of Oklahoma
County of WASHINGTON
WASHINGTON County Clerk
M. PARRISH, WASHINGTON

STATE OF OKLAHOMA)
)
COUNTY OF WASHINGTON)

KNOW ALL MEN BY THESE PRESENTS:

That Night Sky Development LLC an Oklahoma Limited Liability Company (hereinafter called the "Declarant"), is the owner of that certain tract of land that contains approximately 49.6289 acres that is located in the City of Bartlesville (hereinafter called the "City"), Washington County (hereinafter called the "County"), Oklahoma, the legal description of which tract of land is marked Exhibit A: Legal Description, attached hereto and incorporated herein for all purposes (hereinafter called the "Property").

The Declarant is developing the Property into a single-family residential lot addition to the City to be known as STARVIEW ESTATES (hereinafter called the "Addition") in accordance with the Final plat of STARVIEW ESTATES that was approved by the City and will be recorded in the Deed Records of Washington County, Oklahoma (hereinafter called the "Plat")

By the execution and recordation of this Amended Declaration of Covenants, Conditions and Restrictions for STARVIEW ESTATES (hereinafter called the "Declaration"), the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of establishing a general scheme for the development of the Property and all of the lots to be developed on the Property and for the purpose of enhancing and protecting the value, attractiveness and desirability of the Property and all of the lots to be developed on the Property and which shall run with the land and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and which shall inure to the benefit of each owner thereof.

ARTICLE ONE

CONSTRUCTION IMPROVEMENTS AND USE OF LOTS

Section 1.1 Residential Use. All lots that are developed on the Property shall be used for single family residential purposes only. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single-family residence per lot, which residence may not exceed two and one half (2.5) stories in height, and a private garage as provided below.

Section 1.2 Single-Family Use. Each residence may be occupied by only one (1) family consisting of persons related by blood, adoption or marriage or no more than two (2) unrelated persons living together as a single housekeeping unit, together with any household servants.

Section 1.3 Garage Required. Each residence shall have a garage suitable for parking not less than two (2) standard size automobiles, which garage conforms in design and materials with the main structure.

Section 1.4 Restrictions on Resubdivision. None of the lots shall be subdivided into smaller lots.

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Section 1.6 Uses Specifically Prohibited.

(A) No temporary dwelling, shop, trailer or mobile home of any kind or any improvement of a temporary character (except children's playhouses, dog houses, greenhouses, and gazebos which may be placed on a lot only in places which are not visible from any street or Common Areas which term is defined in Section 5.3[B] of this Declaration on which the lot fronts or backs) shall be permitted on any lot except that a builder or contractor may have temporary improvements (such as a construction trailer) on a given lot during construction of the residence on that lot. No building material of any kind or character shall be placed or stored upon a lot until the owner thereof is ready to commence construction of improvements, and then such material shall be placed within the property lines of the lot upon which the improvements are to be erected.

(B) No boat, marine craft, hovercraft, aircraft, recreational vehicle, pickup camper, travel trailer, motor home, camper body or similar vehicle or equipment may be parked for storage in the driveway or front yard of any dwelling or parked on any public street on the Property, nor shall any such vehicle or equipment be parked for storage in the side or rear yard of the residence unless it is completely concealed from public view. No such vehicle or equipment shall be used as a residence or office temporarily or permanently. This restriction shall not apply to any vehicle, machinery or equipment temporarily parked and in use for the construction, maintenance or repair of a residence in the immediate vicinity.

(C) Trucks with tonnage in excess of one (1) ton and any vehicle with painted advertisement shall not be permitted to park overnight on the Property except those used by a builder during the construction of improvements on the Property.

(D) No vehicle of any size which transports inflammatory or explosive cargo may be kept on the Property at any time.

(E) No vehicles or similar equipment shall be parked or stored in an area visible from any street except passenger automobiles, passenger vans, motorcycles, pickup trucks and pickup trucks with attached bed campers that are in operating condition and have current license plates and inspection stickers and are in daily use as motor vehicles on the streets and highways of the State of Oklahoma. No inoperative cars or vehicles of any type or nature may be kept or situated on the Property.

(F) No structure of a temporary character such as a trailer, tent, shack, barn or other outbuilding shall be used on any lot at any time as a dwelling house; provided, however that any builder may maintain a speculative "For Sale" house or construction trailers during the construction and sale period.

(G) No oil or gas drilling, oil or gas development operation, oil or gas refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any part of the Property. No derrick or other structure designed for use in quarrying or boring for oil, natural gas or other minerals or water shall be erected, maintained or permitted on the Property.

(H) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property except that dogs, cats or other household pets may be kept for the purpose of providing companionship for the private family. Animals are not to be raised, bred or kept for commercial purposes or for food. It is the purpose and intent of these provisions to restrict the use of the Property that no person shall quarter on the premises cows, horses, bees, hogs, sheep, goats, guinea fowls, chickens, turkeys, skunks, reptiles or any other animals that may interfere with the quietude, health or safety of the community. No more than four (4) pets will be permitted on each lot. Pets must be restrained or

confined on the back of the lot inside a fenced area or within the house. It is the pet owner's responsibility to keep the lot clean and free of pet debris. All animals must be properly tagged for identification. As the Common Areas are for the enjoyment of all property owners in of STARVIEW ESTATES, pets must remain leashed and accompanied by the owners. Pets or animals otherwise owned by residents are restricted, under any condition, from swimming in the lakes.

(I) No lot or other area of the Property shall be used as a dumping ground for rubbish or as a site for the accumulation of unsightly materials of any kind, including, but not limited to, broken or rusty equipment, disassembled or inoperative cars or other vehicles and discarded appliances and furniture. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or other disposal of such material shall be kept in clean and sanitary condition. Material, incident to construction of improvements may be stored on lots during construction so long as construction progresses without undue delay.

(J) No individual water supply system shall be permitted on the Property.

(K) No individual sewage disposal system or septic tank shall be permitted on the Property.

(L) No garage, garage house or other outbuilding (except for construction trailers during the construction period) shall be occupied by any owner, tenant or other person prior to the erection of a residence.

(M) No air-conditioning apparatus shall be installed on the ground in front of a residence. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No evaporative cooler shall be installed on the front wall or window of a residence.

(N) Except with the written permission of the Architectural Control Committee or as set forth herein, no antennas, dishes or other equipment for receiving or sending sound or video messages shall be permitted on the Property except antennas for AM or FM radio reception and UHF and VHF television reception. All antennas shall be located inside the attic of the main residential structure provided however that one (1) antenna may be permitted to be attached to the roof of the main residential structure and to extend above said roof a maximum of five (5) feet with prior written permission from the Architectural Control Committee. One (1) satellite dish or other instrument or structure may be installed so long as it is completely screened from view from any street or Common Areas in a manner that is acceptable to the Architectural Control Committee.

(O) No lot or improvement shall be used for business, professional, commercial or manufacturing purposes of any kind. No activity whether for profit or not, shall be conducted which is not related to single-family residential purposes. No noxious or offensive activity shall be undertaken on the Property, nor shall anything be done which is or may become an annoyance or nuisance to the neighborhood. Nothing in this subparagraph shall prohibit a builder's temporary use of a residence as a sales office until such builder's residence on the Property is sold. Nothing in this subparagraph shall prohibit an owner's use of a residence for quiet, inoffensive activities so long as such activities are in compliance with all governmental and zoning requirements and do not materially increase the number of cars parked on the street or interfere with adjoining homeowners' use and enjoyment of their residences and yards.

(P) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between three (3) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting them at points twenty-five feet (25') from the intersection of the street right-of-way lines, or, in the case of a rounded property corner, from the intersection of the street right-of-way lines as extended. No tree

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shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

(Q) Except for children's playhouses, dog houses, greenhouses, and gazebos no building previously constructed elsewhere shall be moved onto any lot, it being the intention and purpose that only new construction be placed and erected thereon.

(R) Within the utility easements on each lot, no structures, planting or materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, which may change the direction of flow within drainage channels or which may obstruct or retard the flow of water through drainage.

(S) The general grading, slope and drainage plan of a lot may not be altered without the prior approval of the City and all other appropriate private agencies having authority to grant such approval.

(T) Except for two (2) project identification signs on Price Road and Silver Lake Road, no sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than thirty-two (32) square feet, one (1) sign of not more than sixteen (16) square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sales period. The Declarant and its agents shall have the right to remove any sign, billboard or other advertising structure that does not comply with the above, and, in so doing, shall not be subject to any liability for trespass or any other liability in connection with such removal.

(U) The drying of clothes in full public view is prohibited. The owners and occupants of any lots at the intersections of streets or Common Areas or other facilities where the rear or side yard is visible to full public view shall construct a drying yard or other suitable enclosure to screen from public view the equipment which is incidental to normal residences, such as clothes drying equipment, yard equipment and storage piles.

(V) Except within fireplaces in the main residential dwelling, patio fireplaces as approved by the Architectural Control Committee and except for outdoor cooking, no burning of anything shall be permitted anywhere on the Property.

Section 1.7 Minimum Floor Area. The total air-conditioned living area of the main residential structure, as measured to the outside of exterior walls but exclusive of open porches, garages, breezeways, patios and detached accessory buildings, shall be not less than three thousand five hundred (3,500) square feet.

Section 1.8 Building Materials. The total exterior wall area of each building constructed or placed on a lot shall be not less than One Hundred Percent (100%) masonry. Each story above the first floor of a straight wall structure shall be at least Eighty Percent (80%) masonry, exclusive of doors, windows and the area above the top plate line. Windows, doors or Areas above the top plate line are excluded from the calculation of the total exterior wall area. Roofing shall be of a substance that has a minimum weight of three hundred (300) pounds per standard package and that is acceptable to the City and the Architectural Control Committee.

Section 1.9 Side Line and Front Line Setback Restrictions. No dwelling shall be located on any lot nearer to the front lot line or nearer to the side lot line than the minimum setback lines shown on the Plat or required by the City. Eaves and steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

Section 1.10 Waiver of Front Setback Requirements. With the written approval of the Architectural Control Committee, any building may be located further back from the front property line of a lot than provided above, where, in the opinion of the Architectural Control Committee, the proposed location of the building will add to the appearance and value of the lot and will not substantially detract from the appearance of the adjoining lots.

Section 1.11 Fences and Walls. Any fence or wall must be constructed of masonry, brick, decorative iron or other material as defined in STARVIEW ESTATES Architectural Control Committee Design Guidelines which have been prepared by the Declarant (hereinafter called the "Design Guidelines"), which, as may be amended from time to time by the Declarant, are incorporated herein for all purposes. No fence or wall shall be permitted to extend nearer to any street than the front building line of any residence. However, all side yard fencing on corner lots shall run parallel to the curb and may be placed up to the side building line as shown on the Plat.

Section 1.12 Sidewalks. All sidewalks shall conform to the City specifications and regulations.

Section 1.13 Mailboxes. Mailboxes shall have standardized features which will be defined by the Declarant in the Architectural Control Committee Design Guidelines.

Section 1.14 Landscaping. Landscape plans for each lot must be approved by the Architectural Control Committee prior to installation. Any deviations from the initially approved plans must be approved prior to installation. Landscape plans will be reviewed for appropriateness of selected materials, blockage of potential view corridors, mature height of specified materials and blending of the landscape with the total community. Plant materials will be of sufficient quantity to present a fully landscaped facade upon initial installation and shall at a minimum include:

- (A) A fully sodded front, side and rear yard;
- (B) A minimum of twenty (20) shrubs (a minimum of 5-gallon size); and
- (C) Two (2) 5" -6" caliper trees in each yard.

Rear yards of residences that back to the Common Areas must be included in the landscape plan and installed at the same time as the landscape of the front and side yards. Landscaping between two feet (2') and six feet (6') in height may not be planted near the corners of intersecting streets in such a manner that site distances will be restricted for vehicular traffic. The owners must maintain the landscaping in a neat, trim, well watered condition at all times. The Architectural Control Committee and the STARVIEW ESTATES HomeOwners Association has the authority to maintain any lot that does not comply and bill the owner for all expenses incurred.

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ARTICLE TWO

ARCHITECTURAL CONTROL

Section 2.1 Appointment. The Declarant shall designate and appoint an Architectural Control Committee (hereinafter called the "Architectural Control Committee") composed of three (3) individuals, each generally familiar with the residential and community development design matters and knowledgeable about the Declarant's concern for a high level of taste and design standards on the Property. The Architectural Control Committee shall use its best efforts to promote and ensure a high level of taste, design, quality, harmony and conformity throughout the Property consistent with this Declaration and with the Design Guidelines. Specifications showing the nature, kind, shape, color, size, materials, location of all construction and the plan for discharge of water from the lot or dwelling, shall be submitted to the Architectural Control Committee for approval as to the quality of workmanship and design and harmony of external design with existing structures and as to the location in relation to surrounding structures, topography and final grade elevations. The Declarant shall have sole and full authority to amend the Design Guidelines. The Design Guidelines shall be made available to prospective owners, lot owners and builders who seek to engage in construction upon any portion of the Addition, all of whom shall conduct their operations strictly in accordance therewith. Until One Hundred Percent (100%) of the Property has been conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the Architectural Control Committee. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form that is executed by the Declarant. The Architectural Control Committee is authorized, but not obligated, to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors and/or attorneys in order to advise and assist the Architectural Control Committee in the performance of its functions set forth herein.

Section 2.2 Successors. In the event of the death, resignation or removal by the Declarant of any member of the Architectural Control Committee, the Declarant shall appoint a successor member. No member of the Architectural Control Committee shall be entitled to compensation for, or be liable for claims, causes of action or damages arising out of, services performed pursuant to this Declaration.

Section 2.3 Authority. No landscaping shall be undertaken and no building, fence, wall or other structure shall be commenced, erected, placed, maintained or altered on any lot, nor shall any exterior painting of, exterior addition to, or alteration of, such items be made until all plans and specifications in accordance with this Declaration and the Design Guidelines have been submitted to and approved in writing by all of the members of the Architectural Control Committee.

Section 2.4 Approval/Disapproval. If disapproved by the Architectural Control Committee, one set of the plans and specifications shall be returned marked "DISAPPROVED" and shall be accompanied by a written statement that sets forth the reasons for disapproval, which statement shall be signed by all of the members of the Architectural Control Committee. Any modification of the approved set of plans and specifications must again be submitted to the Architectural Control Committee for its approval. The Architectural Control Committee's approval or disapproval, as required herein, shall be in writing. In no event shall the Architectural Control Committee give verbal approval or disapproval of plans and specifications. If the Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the date of submission, written approval of the matters submitted shall not be required and compliance with this Article Two shall be deemed to have been expressly approved subject to and on the

condition that the proposed improvements are generally in harmony with the scheme of the Addition as set forth in this Declaration. Upon approval of plans and specifications, no further approval under this Article Two shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g., clearing and grading, pouring of footings, etc.) or unless such plans and specifications are altered or changed. Refusal of approval of plans and specifications by the Architectural Control Committee may be based upon any ground which is consistent with this Declaration and/or the Design Guidelines, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious. In case of a dispute about whether the Architectural Control Committee responded within such time period, the person submitting the plans and specifications shall have the burden of establishing the date on which the Architectural Control Committee received the plans and specifications. The Architectural Control Committee's receipt of the plans and specifications may be established by a signed certified mail receipt or a signed delivery receipt

Section 2.5 Landscaping Approval. To preserve the aesthetic appearance of the Addition, no landscaping, grading, excavation or tilling of any nature whatsoever shall be implemented and installed by any purchaser or lot owner unless and until the plans and specifications thereof have been submitted to and approved in writing by the Architectural Control Committee. The provisions of Section 2.4 hereof regarding time for approval of plans and specifications, right to inspect, right to enjoin and/or require removal, etc. shall also be applicable to any proposed landscaping, clearing, grading, excavation or filling. Weather permitting, each dwelling shall be fully landscaped on or before thirty (30) days from the date of occupancy by the purchaser.

Section 2.6 Approval Not a Guarantee. No approval of plans and specifications by the Architectural Control Committee and no publication of Design Guidelines by the Declarant shall be construed as representing or implying that such plans, specifications or Design Guidelines will, if followed, result in properly designed improvements. Such approval by the Architectural Control Committee and/or compliance with the Design Guidelines shall in no event be construed as representing or guaranteeing that any dwelling or other improvement built in accordance therewith will be built in a good and workmanlike manner. Neither the Declarant, the Association nor the Architectural Control Committee shall be responsible or liable for any defects in any plans or specifications submitted, revised or approved pursuant to the terms of this Article Two any loss or damages to any person arising out of the approval or disapproval of any plans or specifications, any loss or damage arising from the noncompliance of such plans and specifications with any governmental ordinances and regulations nor any defects in construction that is undertaken pursuant to such plans and specifications. **The purpose of such review primarily seeks to conform the aesthetic appearances of development within the Property.**

Section 2.7 Standards. The Architectural Control Committee shall have sole discretion with respect to taste, design and all standards specified herein. One objective of the Architectural Control Committee is to prevent unusual, radical, curious, odd, bizarre, peculiar or irregular structures from being built on the Property. The Architectural Control Committee shall also have the authority to require a minimum 4-12 foot roof slope, to specify that chimney flues be covered with brick or masonry, to prohibit the use of lightweight composition roof material of less than three hundred (300) pounds per square, to require the use of anodized, non-silver aluminum divided light and preferably a wood or clad wood window. This Declaration and the Design Guidelines shall be uniformly applied.

Section 2.8 Termination: Continuation. The Architectural Control Committee appointed by the Declarant shall cease to exist on the earlier of: (A) the date on which all the members of the Architectural Control Committee file a document declaring the termination of the Architectural Control Committee; or (B) the date on which residences have been completely constructed on all lots on the Property. Notwithstanding the above provision, at any time after the termination of the Architectural Control Committee, the Association shall have the authority to have a committee selected by the Board of Directors of the Association to continue the functions of the Architectural Control Committee. Variations from the standards set forth in this Declaration and in the Design Guidelines shall be made in accordance with the general development standards as reflected in the plans and specifications, construction materials, landscaping and other matters that have been approved by the Architectural Control Committee or Association committee during their periods of control.

Section 2.9 Liability of Committee. The members of the Architectural Control Committee shall have no liability for decisions that are made by the Architectural Control Committee so long as those decisions are made in good faith and are not arbitrary or capricious. Any errors in or omissions from the plans or specifications that are submitted to the Architectural Control Committee shall be the responsibility of the owner of the lot to which the improvements relate. The Architectural Control Committee shall have no obligation to check for errors in or omissions in any plans or specifications or to check for compliance with the provisions of this Declaration, the Design Guidelines, City codes, state statutes or the common law. This Section 2.9 shall also apply to the members of the Associations committee, if such a committee comes into existence pursuant to Section 2.8 of this Declaration.

ARTICLE THREE

SPECIAL FENCING LANDSCAPING AND MAINTENANCE

Section 3.1 Fences, Walls, Sidewalks, and Sprinkler Systems. For a period of ten (10) years after the recording of this Declaration, Declarant shall have the right to erect and install and the Association shall have the right and obligation to maintain, repair and/or replace fences, wall and/or sprinkler systems within that portion of any lot located outside the building lines as shown on the Final Plat or within any designated landscape easements (hereinafter called the "Restricted Area"). Any fence, sidewalk or sprinkler system shall not be the property of the owner of the lot on which such fence, wall, sidewalk or sprinkler system is erected or installed, subject to the easements and rights of Declarant set forth below (hereinafter called "Abutting Lot"). No fence, wall, sidewalk or sprinkler system shall be erected or installed in the Restricted Area by the owner thereof without the prior written consent of Declarant.

Section 3.2 Landscaping. Declarant shall have the right to grade, plant and/or landscape and the Association shall have the right and obligation to maintain, repair, replace and/or change such grading, planting and landscaping on any portion of the Restricted Area of an Abutting Lot or Common Areas. In the event Declarant does not landscape the Restricted Area on any Abutting Lot or Common Areas, the owner thereof may plant grass and, with the prior written consent of Declarant, may landscape and plant trees and shrubs in the Restricted Area.

Section 3.3 Easement. The Declarant, for and on behalf of itself and the Association, shall have, and hereby reserves, the right and easement to enter upon the Restricted Area of the Abutting Lots for the purpose of exercising the discretionary rights set forth above.

Section 3.4 Maintenance by Individual Lot Owner. In the event the Association does not maintain or repair any fences, walls, sidewalks, grading, planting or landscaping erected, installed or situated within the Restricted Area of any Abutting Lot or Common Areas, then the owner of such Abutting Lot shall, at his expense, perform such maintenance and repair work as is necessary to maintain such fences, walls, sidewalks, grading, planting and landscaping in a good and neat condition and appearance; provided, however, that the lot owner shall give Declarant ten (10) business days' written notice before doing any maintenance other than mowing, edging and trimming. So long as the Restricted Area on any Abutting Lot or Common Areas and any fences, walls, sidewalks, grading, planting and landscaping thereon are being reasonably maintained and repaired by Declarant, the owner of such Abutting Lot shall not perform any maintenance or repair work within such Restricted Area without the prior written consent of Declarant. In no event shall the owner of any Abutting Lot perform any maintenance or repair work on any sprinkler within the Restricted Area without the prior written consent of Declarant.

Section 3.5 Thirty-year Limitation. The provisions of this Article Three regarding Declarant's and the Association's rights shall terminate and be of no further force and effect from and after that date which is thirty (30) years after the recording of this Declaration unless the home owners elect to exercise Declarant's rights hereunder pursuant to Section 7.13 of this Declaration.

ARTICLE FOUR

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1 Membership. Every owner of a lot shall be a member of Homeowners' Association of STARVIEW ESTATES, an Oklahoma nonprofit corporation, and its successors and assigns (hereinafter called the "Association"). Membership shall be appurtenant to and shall not be separated from ownership of any lot which is part of the Property. Every member shall have the right to inspect the books of the Association at all reasonable times during business hours.

Section 4.2 Voting Rights. The Association shall have the following two (2) classes of voting membership to be designated, respectively, Class A and Class B:

(A) Class A. The Class A Members shall be all lot owners, with the exception of the Declarant (until conversion of the Declarant's Class B Membership into a Class A Membership as hereinafter provided), and shall be entitled to one (1) vote for each lot owned in the Addition. When more than one person owns an interest in any lot, all such persons shall be members of the Association, but the vote for such lot shall be exercised as the owners of the particular lot shall among themselves determine. In no event shall more that one (1) vote be cast with respect to any lot.

(B) Class B. The Class B Member shall be the Declarant which shall be entitled to two (2) votes for each lot that it owns in the Addition. The Class B Membership shall cease and be converted to Class A Membership thirty (30) years following the earliest date upon which ownership of any lot in the Addition becomes vested in a person other than the Declarant.

Section 4.3 Board of Directors. The initial members of the Board of Directors are set forth in and designated by the Articles of Incorporation of the Association. Beginning with the annual meeting of the members of the Association in 2002, the members of the Association shall elect the Board of Directors. The Board of Directors shall, by majority vote, conduct the business of the Association, except when the vote of the members is required pursuant to this Declaration or pursuant to the Articles of Incorporation and/or Bylaws of the Association.

Section 4.4 Bylaws. The Association may make whatever rules and Bylaws it deems desirable to govern the Association and its members; provided however, that any conflict between the Bylaws and the provisions of this Declaration shall be controlled by the provisions of this Declaration.

ARTICLE FIVE

ASSESSMENTS

Section 5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each lot on the Property, and each owner by acceptance of a deed to a lot, is deemed to covenant and agree to pay to the Association the following: (A) annual assessments or charges; and (B) special assessments, both of which assessments shall be established and collected as hereinafter provided. The annual assessments and special assessments, together with interest, costs and reasonable attorneys, fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the owner's successor in title unless expressly assumed by him.

Section 5.2 Annual Assessment. Each lot on the Property is hereby subjected to an annual assessment in the amount of Five Hundred Dollars (\$500.00) for each calendar twelve (12) month period (hereinafter called the "Annual Assessment"), for the purpose of creating a fund to be designated and known as the "Maintenance Fund". The Annual Assessment will be paid by the owner or owners of each lot to the Association on February 1st of each year. The amount of the Annual Assessment will be determined annually by the Board of Directors of the Association at least thirty (30) days in advance of the due date of each Annual Assessment. The amount of the Annual Assessment may be increased each year by an amount equal to not more than Twenty-five Percent (25%) above the Annual Assessment in the previous year. The Annual Assessment may be increased to an amount in excess of Twenty-five Percent (25%) of the Annual Assessment for the previous year by a vote of two-thirds (2/3) of the members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present and the approval of the Board of Directors. The amount of the Annual Assessment for each lot shall be uniform. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified lot have been paid.

Section 5.3 Purposes. The Association shall use the Maintenance Fund for the current cost and to create a reserve fund to pay for the future cost of the following:

- (A) Providing for the continuous and perpetual operation, maintenance and/or supervision of landscape systems, features or elements located, or which in the future may be located, in streets,

easements, the Common Areas, or street pavement edges or property lines or at subdivision entryways on the Property.

(B) Maintaining and repairing any fence, walls, sidewalks, and/or sprinkler systems to be constructed and the landscaping to be installed by the Declarant within drainage easements as shown on the Plat or within that portion of any lot located outside the building lines as shown on the Final Plat, within the Common Areas as shown on the Plat (hereinafter collectively called the "Common Areas").

(C) Maintaining and repairing the lakes and the landscaping to be installed by the Declarant on that certain portion of the Property that is shown as open space on the Plat, which lake Areas will be conveyed by the Declarant to the Association and which lake Areas are included within the term "Common Areas" for all purposes.

Section 5.4 Special Assessments for Capital Improvements. In addition to the Annual Assessments, the Association may levy special assessments (hereinafter called "Special Assessments") for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon or to the Common Areas, including recreational facilities, walls, fences, lighting, lake improvement or maintenance, signs, fountains and sprinkler systems, provided that each Special Assessment shall have the consent of two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose at which a quorum is present and the approval of the Board of Directors. The amount of the Special Assessment for each lot shall be uniform.

Section 5.5 Effect of Nonpayment of Assessments and Remedies of the Association. A Class A Member shall not be entitled to vote on any matter in the event that the Class A Member is delinquent in the payment of any Annual Assessment or Special Assessment. Any Annual Assessment or Special Assessment that is not paid within thirty (30) days after the due date shall bear interest from the due date at the lesser of the highest legal rate or the rate of Eighteen Percent (18%) per annum. The Association may bring an action at law against the owner who shall be personally obligated to pay the same or foreclose the lien against the lot. No owner may waive or otherwise escape liability of the Annual Assessment and the Special Assessment by nonuse of any Common Areas or abandonment of the owner's lot.

Section 5.6 Subordinated Lien to Secure Payment. The lien of the assessments provided for herein shall be subordinate to the liens of any valid mortgage or deed of trust. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage or deed of trust foreclosure (whether by exercise of power of sale or otherwise) or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability and liens for any assessments thereafter becoming due.

Section 5.7 Duration. The Annual Assessments will remain effective for the full term (and extended term, if applicable) of this Declaration.

ARTICLE SIX

PROPERTY RIGHTS IN COMMON AREAS

Section 6.1 Association's Rights. The Association and its agents, contractors and employees shall have the right and easement to enter upon Common Areas for the purpose of exercising the rights and performing the obligations of the Association as set forth in this Declaration.

Section 6.2 Common Areas Easements. Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Areas, which right shall be appurtenant to and shall pass with the title to each lot, subject to the right of the Association to dedicate or transfer all or part of any Common Areas to any public agency, authority or utility company and subject to such conditions as may be agreed to by the members; provided, however, that no such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the members agreeing to such dedication or transfer has been recorded.

Section 6.3 Delegation of Rights. Any owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment to the Common Areas and facilities to the members of his family or to persons residing on the lot under a lease or contract to purchase from the owner.

ARTICLE SEVEN

STREETS, EASEMENTS AND UTILITIES

Section 7.1 Streets and General Utility Easements. Declarants do hereby dedicate for the public use the public streets and utility easements as designated on the Plat for the several purposes of constructing, maintaining, operating, repairing and/or removing any and all public utilities including storm sewers, sanitary sewers, telephone and communication lines, electric power lines and transformers, gas lines, water lines, and cable television lines, together with all fittings and equipment, including poles, wires, conduits, pipes, valves and meters for each of such facilities and any other appurtenances thereto with the rights of ingress and egress to and upon said public streets and utility easements for the uses and purposes aforesaid. No building, structure or other above or below ground obstruction will be placed, erected, installed or permitted upon the utility easements, provided, however, that the Declarants hereby reserve the right to construct, maintain, operate, lay and relay water lines and sewer lines, together with the right of ingress and egress for such construction, maintenance, operation, laying and relaying over, across and along the public streets and utility easements shown in the Plat for the purpose of furnishing water and/or sewer services to the area included in the Plat and to the other areas. The owner of each Lot in the Subdivision shall be responsible for the repair and replacement of any landscaping and paving located within their Lot in the event it is necessary to install or repair any underground water or sewer mains, electric, natural gas, communications or telephone service.

Section 7.2 Underground Electric and Communication Services.

(A) Overhead Pole lines for the supply of electric service may be located along the (i.e., north, south, east, or west) perimeters of the subdivision. Street light poles or standards may be served by underground cable, and except as provided in the immediately preceding sentence, all electric and communication supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached Plat.

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(B) All supply lines in the Subdivision including electric, telephone, cable television and gas lines shall be located underground in the easements reserved for general utility services and streets shown on the Plat of the Subdivision. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easements.

(C) Underground service cables and gas service lines to all houses which may be located on all lots in the Subdivision may be run from the nearest gas main, service pedestal or transformer to the point of usage determined by the location and construction of such house as may be located upon each said lot; provided that upon the installation of such a service cable or gas service line to a particular house, the supplier of service shall thereafter be deemed to have a definitive, permanent, and effective right-of-way easement on said lot, covering and five-foot strip extending 2.5 feet on each side of such service cable or line, extending from the service pedestal, transformer or gas main to the service entrance on the house.

(D) The supplier of electric, telephone, cable television and gas services, through its authorized agents and employees, shall at all times have right of access to all such easements shown on the Plat to the Subdivision or provided for in this deed of dedication for the purpose of installing, maintaining, removing or replacing any portion of the underground electric, telephone, cable television or gas service facilities so installed by it. The supplier of electric, telephone, cable television also reserve the perpetual right, privilege and authority to cut down, trim, or treat any trees and undergrowth on said easement.

(E) The owner of each lot in the Subdivision shall be responsible for the protection of the underground electric facilities located on his property and shall prevent the alteration of grade or any construction activity which may interfere with said electric, telephone, cable television or gas facilities. The supplier of service will be responsible for ordinary maintenance of underground facilities, but the owner of each lot in the Subdivision will pay for damage or relocation of such facilities cause or necessitated by acts of such owner or his agents or contractors. The foregoing Covenants concerning underground facilities shall be enforceable by the supplier of electric, telephone, cable television or gas services.

ARTICLE EIGHT

GENERAL PROVISIONS

Section 8.1 Easements. Easements for the installation and maintenance of utilities for streets, for vehicular traffic, for access and for drainage are reserved and granted by the Declarant as shown on the Plat. The Declarant reserves the right to make changes in and additions to the easements on the Plat for the purpose of most efficiently and economically installing improvements. By acceptance of a deed to any lot, the owner thereof covenants and agrees to mow weeds and grass and to keep and maintain in a neat and clean condition any easement which may traverse a portion of the owner's lot.

Section 8.2 Recorded Plat. All dedications, limitations, restrictions and reservations that are or will be shown on the Plat are and shall be deemed to be incorporated herein and shall be construed as being adopted in each contract, deed or conveyance executed or to be executed by the Declarant, conveying lots on the Property, whether specifically referred to therein or not.

Section 8.3 Lot Maintenance. The owner and occupant of each lot shall, upon occupying a house, establish grass in the front, rear and side yards, and shall maintain the yards in a sanitary and attractive manner and shall edge the street curbs that run along the property line. Grass, weeds and vegetation on each lot must be kept mowed at regular intervals so as to maintain the Property in a neat and attractive manner. No vegetables shall be grown in any yard that faces a street or the Common Areas. No owner shall permit weeds

or grass to grow to a height of greater than six inches (6") upon his lot. Upon failure of any owner to maintain the owners lot, the Declarant or its agents or the Association may, at its option, have the grass, weeds and vegetation cut as often as necessary in its judgment, and the owner of such lot shall be obligated, when presented with an itemized statement, to reimburse the Declarant or the Association for the cost of such work.

Section 8.4 Maintenance of Improvements. Subject to the provisions of Article Three, each owner shall maintain the exterior of all buildings, fences, walls and other improvements on the owners lot in good condition and repair, and shall replace worn and rotten panels, and shall regularly repaint all painted surfaces and shall not permit the roofs, rain gutters, down spouts, exterior walls, windows, doors, walks, driveways, parking Areas or other exterior portions of the improvements to the owners lot to deteriorate in an unattractive manner.

Section 8.5 Term. The foregoing covenants, conditions, restrictions and agreements shall run with and bind the land and shall remain in full force and effect for a term of thirty (30) years after this Declaration is recorded. They shall be automatically extended for successive periods of ten (10) years unless amended as provided herein.

Section 8.6 Severability. If any covenant, condition, restriction or agreement that is contained herein shall be invalid, which invalidity shall not be presumed until the same is determined by the final judgment or order of a court of competent jurisdiction, such invalidity shall in no way affect any other covenant, condition, restriction or agreement that is contained herein, each of which shall remain in full force and effect.

Section 8.7 Binding Effect. Each of the covenants, conditions, restrictions and agreements that is contained herein is made for the mutual benefit of, and is binding upon, each and every person acquiring any part of the Property, it being understood that the covenants, conditions, restrictions and agreements are not for the benefit of the owner of any land except land in the Property. This Declaration, when executed, shall be filed of record in the Deed Records of the County so that each and every owner or purchaser of any portion of the Property is on notice of the covenants, conditions, restrictions and agreements that are contained herein.

Section 8.8 Enforcement. The owner of any lot on the Property shall have the easement and right to have each and all of the covenants, conditions, restrictions, and agreements that are contained herein faithfully carried out and performed with reference to each and every lot on the Property, together with the right to bring any suit or undertake any legal process that may be proper to enforce the performance thereof. It is the Declarant's intention and purpose to attach to each lot on the Property, without reference to when it was sold, the right and easement to have such covenants, conditions, restrictions and agreements strictly complied with, such right to exist with the owner of each lot and to apply to all other lots on the Property whether owned by the Declarant, its successors and assigns, or others. Failure by any owner, including the Declarant, to enforce any covenant, condition or restriction that is contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 8.9 Definition of "Owner". As used herein, the term "owner" shall refer to the record owner, whether one or more persons or entities (including contract sellers), of the fee simple title to a lot on which there is or will be built a single-family residence, but the term shall not include those having an interest merely as security for the performance of an obligation.

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requirements of those authorities shall also be complied with. Other authorities' imposition of lesser requirements than the requirements that are set forth herein shall not supersede or diminish the requirements that are set forth herein.

Section 8.11 Addresses. Any notice or correspondence to an owner of a lot shall be addressed to the street address of the lot. Any notice or correspondence to the Architectural Control Committee or to the Association shall be addressed to the address that is shown below the signature of the Declarant below or to such other address as is specified by the Architectural Control Committee in an instrument that is recorded in the Deed Records of the County.

Section 8.12 Association's Election. If at any time the Association, acting as a result of the affirmative vote of all of the members, elects to perform some or all of the Declarant's obligations or other rights or functions hereunder, and if such decision is approved in writing by the Declarant, then the Association shall be entitled to all the discretion, authority, easements and rights of the Declarant with respect to the matters as to which the Association elects to assume responsibility and to which the Declarant agrees in writing.

Section 8.13 Ratification. This first Amended Declaration of Covenants, Conditions and Restrictions for StarView Estates, dated April 8, 2003 is hereby ratified and acknowledges and holds firm all provisions and acts as previously set forth in the Original Declaration of Covenants, Conditions and Restrictions for StarView Estates, dated December 11, 2002.

Section 8.14 Amendment. At any time, the owners of the legal title to Eighty-five Percent (85%) of the lots on the Property (as shown by the Deed Records of the County) may amend the covenants, conditions, restrictions, and agreements that are set forth herein by recording an instrument containing the amendment. However, for the thirty (30) years following the recording of this Declaration, or until such time as sixteen (16) of the lots are sold, no amendment shall be valid or effective without the written joinder and consent of the Declarant.

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EXHIBIT A

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29; THENCE N 89 DEGREES 58'00" E ALONG THE NORTH SECTION LINE OF SAID SECTION 29 A DISTANCE OF 25.00 FEET; THENCE S 0 DEGREES 05'48" W A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF PRICE ROAD, ALSO BEING THE TRUE POINT OF BEGINNING; THENCE N 89 DEGREES 58'00" E ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 1531.64 FEET TO A JOG IN THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD; THENCE S 0 DEGREES 02'00" E ALONG RIGHT-OF-WAY LINE OF SAID PRICE ROAD; A DISTANCE OF 15.00 FEET; THENCE N 89 DEGREES 58'00" E ALONG THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 420.00 FEET TO A JOG IN THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD; THENCE N 0 DEGREES 02'00"W ALONG THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 15.00 FEET; THENCE N89 DEGREES 58'00" E ALONG THE RIGHT-OF-WAY LINE OF SAID PRICE ROAD A DISTANCE OF 57.00 FEET; THENCE S 0 DEGREES 00'06" E A DISTANCE OF 1021.47 FEET; THENCE S 89 DEGREES 52'48" W A DISTANCE OF 716.80 FEET; THENCE S 85 DEGREES 08'36" W A DISTANCE OF 145.05 FEET; THENCE S 0 DEGREES 04'08" E A DISTANCE OF 86.12 FEET; THENCE N 89 DEGREES 57' 54" W A DISTANCE OF 1149.33 FEET, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SILVER LAKE ROAD; THENCE N 0 DEGREES 05'48" E LONG THE EAST RIGHT-OF-WAY LINE OF SAID SILVER LAKE ROAD, A DISTANCE OF 1119.51 FEET, TO THE POINT OF BEGINNING, CONTAINING 49.6289 ACRES MORE OR LESS. Subject to appurtenances, covenants, improvements, easements, restrictions and mineral conveyances of record.

BK 0998 PG 1952

EXECUTED this 8th day of April, 2003

DECLARANT NightSky Development, LLC

BY [Signature] managing member
Dawnette Brady

[Signature]
George Sheban Managing Member

ADDRESS 2622 East StarView Circle
Bartlesville, Oklahoma 74006

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ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) ss.
COUNTY OF WASHINGTON)

This instrument was acknowledged before me on 8th April, 2003 by George Sheban and Dawnette Brady as Managers of Night Sky Development, L.L.C., an Oklahoma Limited Liability company.

[Signature]
Notary Public
Commission No. 00002058

My Commission Expires:
8-04-2004

