

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SOUTHPORT FIRST ADDITION

THIS DECLARATION, made on the date hereinafter set forth by Southport, Inc., an Oklahoma corporation, hereinafter referred to as "Developer Declarant"; and Michael E. Endress and Debra Lee Endress, husband and wife; Robert McGinness and Loretta McGinness, husband and wife; Rob McGinness and Stacy McGinness, husband and wife; Dale W. Keeney and Kathryn R. Keeney, husband and wife; David W. Thornburg and Manette Thornburg, husband and wife; William E. Amburn and Karen J. Amburn, husband and wife; Charles R. Linn and Shan C. Linn, husband and wife; Bobby Charles Blair, a single man; Leon F. Weigel and Sheryl Marie Weigel, husband and wife; Willard L. Watson and Carylton J. Watson, husband and wife; Ronald R. Peak and Ursula D. Peak, husband and wife; Warren R. Frost and Roselie R. Frost, husband and wife; Linda L. Davidson, formerly Lawson, and Vernon J. Davidson, wife and husband; Ronald Stanley Williams and Joyce Carole Williams, husband and wife; Bruce E. Freeman, a single man; A. M. Beshear, a single man; Don Mueller, Co-Receiver; and Duane Mueller, Co-Receiver; hereinafter referred to as "Owner Declarants".

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WITNESSETH:

WHEREAS, Developer Declarant and Owner Declarants are the owners of certain property in the City of Bartlesville, County of Washington, State of Oklahoma, which is more particularly described as:

Southport First Addition to Bartlesville,  
Washington County, Oklahoma.

NOW THEREFORE, Developer Declarant and Owner Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or

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interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Association" shall mean and refer to Southport First Association Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by individual Lot Owners which is subject to an access easement for the benefit of other Lot Owners, as set forth on the Official Plat of Southport First Addition on file in the office of the County Clerk of Washington County, Oklahoma in Plat Envelope 478; together with roadway improvements thereon.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties.

Section 6. "Developer" shall mean and refer to Southport, Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Developer for the purpose of development.

Section 7. "Owner Declarant" shall mean any "Owner" who at the time of the execution of this instrument is already an "Owner" as defined herein.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of

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the Association to suspend the voting rights of an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned.

When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1986.

### ARTICLE IV

#### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer and the Owner Declarants, for each Lot owned within the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established

and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's 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 attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of 1984, the maximum annual assessment shall be Twenty-Five Dollars (\$25.00) per Lot.

(a) From and after January 1, 1984, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1, 1984, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of

members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half ( $\frac{1}{2}$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the execution of this Declaration. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. 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. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear

interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure 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 for any assessments thereafter becoming due or from the lien thereof.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Oklahoma shall be exempt from the assessments created herein, except no land or improvements devoted to dwelling use shall be exempt from said assessments.

## ARTICLE V

### PERMITTED USES AND RESTRICTIONS

Section 1. Residential Purposes. All Lots shall be used exclusively for residential purposes. No residence or other structure shall be used either in whole or in part as a professional office, shop, school, or studio, or for the conduct of any business or trade.

Section 2. Building Sites. A building site may be one Lot or more than one Lot, but not less than one Lot.

Section 3. Building Type and Construction. No structure shall be erected, placed or permitted to remain on any Lot other than one single family residence and buildings appurtenant thereto, such as a garage, servant's quarters, children's play house, swimming pool and bath house, and garden shelter. No house, garage or any other building shall be moved onto any Lot. Each residence

shall be constructed in the main of brick veneer, stone, stone veneer, or wood siding (concrete blocks not acceptable).

Section 4. Building Size. Any dwelling erected on any Lot shall have a minimum of 1200 square feet of usable floor area, exclusive of breezeways, porches, attached garages, walks, driveways, patios or balconies.

Section 5. Approval of Plans. Prior to January 1, 1990, no building shall be erected, placed or altered on any Lot until the building plans, specifications, and plot plans showing the location of the building shall have been approved in writing by Southport, Inc., in order to assure that said structure shall conform and harmonize in design and materials with other structures in this addition and to location of the building with respect to topography and finished ground elevation.

Section 6. Builder Approval. Prior to January 1, 1990, each residence constructed on any Lot shall be built by a builder who shall be approved in writing by Southport, Inc.

Section 7. Building Line. No building shall be erected past the building line limit as defined under the zoning and subdivision regulations of the City of Bartlesville.

Section 8. Frontage. Any Lot that abuts more than one street or access easement roadway shall be deemed to front on either street or roadway abutted, and any residence erected upon such Lot in the addition shall have a presentable frontage on each abutting street or roadway.

Section 9. Utilities. Declarant reserves the right to locate, construct, erect and maintain or cause to be located, constructed, erected and maintained in and on the areas indicated on the plat as "utility easement (u/e)", sewer and other pipe line conduits, wires and any other method of construction or performing any public or quasi-public utility function beneath the surface of the ground, with the right of access at any time to the same for the purposes of repair and maintenance.

(a) Overhead pole lines for the supply of electric service may be located along the north side of former Tracts 1, 2, 3, 4, 5 and 6; thence

along the north side of Southport Drive to a point on the half section line. Street light poles or standards may be served by underground cable and elsewhere throughout the properties; all supply lines shall be located underground, in the easement-ways reserved for general utility services and streets, shown on the attached plat. Service pedestals and transformers, as sources of supply at secondary voltages, may also be located in said easement-ways.

(b) Underground service cables to all houses which may be located on all Lots may be run from the nearest 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 to a particular house, the supplier of electric service shall thereafter be deemed to have a definitive, permanent, effective and exclusive right-of-way easement on said Lot, covering a five-foot strip extending 2.5 feet on each side of such service cable, extending from the service pedestal or transformer to the service entrance on said house.

(c) The supplier of electric service, through its proper agents and employees shall at all times have right of access to all such easement-ways shown on said plat, or provided for in this Deed of Dedication for the purpose of installing, maintaining, removing or replacing any portion of said underground electric facilities so installed by it.

(d) The owner of each Lot 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 facilities. The Company will be responsible for ordinary maintenance of underground electric facilities, but the owner will pay for damage or relocation of such facilities caused or necessitated by acts of the owner or his agents or contractors.

(e) The foregoing covenants concerning underground electric



facilities shall be enforceable by the supplier of electric service, and the owner of each Lot agrees to be bound hereby.

Section 10. Activities Limited. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood, and no building shall be erected upon any of the Lots which is designated or utilized to house poultry, cows, horses, rabbits, pigs, or other animals, nor shall any such poultry, cows, horses, rabbits, pigs, or other livestock be kept or maintained upon the premises.

Section 11. Prohibited Structures. No structure of a temporary character, basement, tent, shack, trailer, garage, barn, or other outbuilding shall be erected for use on any Lot at any time as a residence, either temporarily or permanently.

Section 12. Signs. No billboards or advertising signs or structures shall be erected or maintained upon any Lot except only for a "For Rent" or "For Sale" sign, of which one sign not exceeding 25" x 36" may be placed upon any Lot or structure located thereon.

Section 13. Residence. No garage or other building erected shall be used for residential purposes other than for such use by servants of the occupants of the principal dwelling on a Lot.

Section 14. Fences. On single-family plots no fence, whether ornamental or otherwise, shall be erected past the front building line limit as defined under the zoning and subdivision regulations of the City of Bartlesville, Oklahoma.

## ARTICLE VI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Developer Declarant and Owner Declarants herein, have hereunto set their hands and seals this

22nd day of September, 1982.



Dorothy D. Hall  
Dorothy D. Hall, Secretary

Michael E. Endress  
Michael E. Endress

Debra Lee Endress  
Debra Lee Endress

Rob McGinness  
Rob McGinness

SOUTHPORT, INC.  
Developer Declarant

By Robert M. Kane  
Robert M. Kane, President

Robert McGinness  
Robert McGinness

Loretta McGinness  
Loretta McGinness

Dale W. Keeney  
Dale W. Keeney

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Stacy R. McGinness  
Stacy McGinness

Kathryn R. Keeney  
Kathryn R. Keeney

David W. Thornburg  
David W. Thornburg

William E. Amburn  
William E. Amburn

Manette Thornburg  
Manette Thornburg

Karen J. Amburn  
Karen J. Amburn

Charles R. Linn  
Charles R. Linn

Bobby Charles Blair  
Bobby Charles Blair

Shan C. Linn  
Shan C. Linn

Willard L. Watson  
Willard L. Watson

Leon F. Weigel  
Leon F. Weigel

Carylon J. Watson  
Carylon J. Watson

Sheryl Marie Weigel  
Sheryl Marie Weigel

Ronald R. Peak  
Ronald R. Peak

Warren R. Frost  
Warren R. Frost

Ursula D. Peak  
Ursula D. Peak

Roselie R. Frost  
Roselie R. Frost

Linda L. Davidson, formerly Lawson  
Linda L. Davidson, formerly Lawson

Ronald Stanley Williams  
Ronald Stanley Williams

Vernon J. Davidson  
Vernon J. Davidson

Joyce Carole Williams  
Joyce Carole Williams

Bruce E. Freeman  
Bruce E. Freeman

A. M. Beshear  
A. M. Beshear

Duane Mueller, Co-Receiver  
Duane Mueller, Co-Receiver

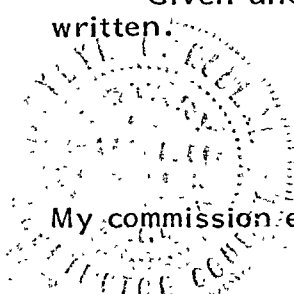
Don Mueller, Co-Receiver  
Don Mueller, Co-Receiver

OWNER DECLARANTS

STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of September, 1982, personally appeared ROBERT M. KANE, to me known to be the identical person who subscribed the name of Southport, Inc. to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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



Marilyn B. Hudman  
Notary Public

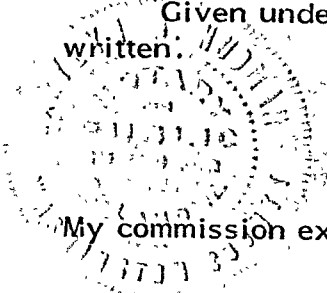
My commission expires: February 17, 1985

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STATE OF OKLAHOMA )  
 ) ss.  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public in and for said County and State, on this 22<sup>nd</sup> day of September, 1982, personally appeared Michael E. Endress and Debra Lee Endress, husband and wife; Rob McGinnis and Stacy McGinnis, husband and wife; Dale W. Keeney and Kathryn R. Keeney, husband and wife; David W. Thornburg and Manette Thornburg, husband and wife; William E. Amburn and Karen J. Amburn, husband and wife; Charles R. Linn and Shan C. Linn, husband and wife; Bobby Charles Blair, a single man; Leon F. Weigel and Sheryl Marie Weigel, husband and wife; Willard L. Watson and Carylon J. Watson, husband and wife; Ronald R. Peak and Ursula D. Peak, husband and wife; Warren R. Frost and Roselie R. Frost, husband and wife; Linda L. Davidson, formerly Lawson, and Vernon J. Davidson, wife and husband; Ronald Stanley Williams and Joyce Carole Williams, husband and wife; Bruce E. Freeman, a single man; and A. M. Beshear, a single man; to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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



Marilyn B. Hudman  
Notary Public

My commission expires: February 17, 1985

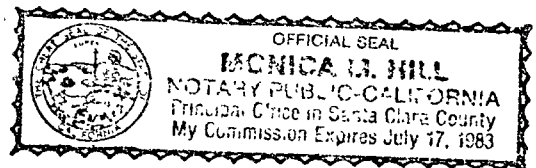
STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Santa Clara )

Before me, the undersigned, a Notary Public in and for said County and State, on this 24<sup>th</sup> day of September, 1982, personally appeared Robert McGinnis and Loretta McGinnis, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Monica M Hill  
Notary Public

My commission expires: July 17, 1983



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STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF WASHINGTON        )

Before me, the undersigned, a Notary Public in and for said County and State, on this 22<sup>nd</sup> day of September, 1982, personally appeared Don Mueller and Duane Mueller, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Marilyn B. Hudman  
Notary Public

My commission expires: February 17, 1985

Execution of this Declaration by Co-Receivers Approved this 27<sup>th</sup> day of September, 1982.

Arthur J. Moore  
DISTRICT JUDGE