

DEDICATION AND RESTRICTIVE COVENANTS OF
GIVENS POINT IN WOODWARD HOLLOW
A RECORDED SUBDIVISION IN
DELAWARE COUNTY, OKLAHOMA

STATE OF OKLAHOMA)
)
COUNTY OF DELAWARE) ss.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned Givens Land Development, LLC is the sole and only owner of the real property situated in Delaware County, Oklahoma, described on Exhibit "A" attached hereto and incorporated herein by this reference, and that it has caused the same to be surveyed, staked and platted into lots and streets and such plat was duly recorded with the Delaware County, Oklahoma clerk as Givens Point in Woodward Hollow.

For the purpose of providing an orderly development of the entire tract of land and the creation of a planned community where residents and visitors will be insured the full enjoyment of the natural beauty and advantages of the area through careful planning, and for the further purpose of providing adequate restrictive covenants for the mutual benefit of the undersigned and their successors in title to the above described tract, the undersigned do hereby impose the following restrictions and create the following easements and provisions for associations and assessments to which it shall be incumbent upon their successors and assigns to adhere. These covenants shall be perpetual in nature and shall run with the land and shall be binding on all parties, firms or corporations, and all persons claiming under them and may be changed and amended only by a vote of a majority of the lot owners in said subdivision, each lot entitling its owner or owners to one vote.

If the parties hereto or any of their heirs, successors or assigns shall violate or attempt to violate any of the provisions of this document, it shall be lawful for any person, firm or corporation owning a lot in this subdivision or the undersigned developer to prosecute any action in law or equity against such person, firm or corporation violating or attempting to violate such restriction, and either to prevent him from so doing or to secure damages or other dues or assessments for such violation.

Invalidation of any of these covenants by judgment or court order shall in no way effect any of the remaining provisions and those remaining provisions shall remain in full force and effect.

Now, therefore, the undersigned do impose the following restrictions:

1. This subdivision shall be limited to single family residence only. Each residence shall have at least a two car garage either attached or joined by driveway, sidewalk, walkway, deck or roof.
2. An ARCHITECTURAL COMMITTEE shall be formed consisting of at least three owners of lots in Givens Point in Woodward Hollow. Said ARCHITECTURAL COMMITTEE shall initially consist of the undersigned dedicator, and he shall serve on said committee until such time as he has resigned or all lots in the subdivision has been sold. Each owner of a lot shall have one vote to elect members on the ARCHITECTURAL COMMITTEE. If one owner owns several lots then they shall have as many votes as lots that they own. The Committee will have the responsibility of approving new structures, remodeling of existing structures, fences, retaining walls and future planning of the subdivision.
3. Each lot shall contain not more than one single family dwelling and no lot shall be subdivided into smaller building lots than shown on the recorded plat. No building shall be erected or materially altered on any lot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision and as to the location of the building with respect to topography, ground elevation and neighboring structures by the ARCHITECTURAL COMMITTEE.
4. No travel trailer, recreational vehicle, basement, garage, nor any other outbuilding erected or moved onto any lot shall be used as a residence either temporarily or permanently. No prefabricated structures, mobile homes or modular home shall be moved upon said premises at any time. There shall be no outbuildings of any type, temporary or permanent, allowed on any lot.
5. Once a structure is started, construction must proceed diligently and be completed within twelve months. No lot shall be used for storage of materials for a period of more than sixty (60) days prior to construction. A structure totally or partially destroyed by fire or other disasters must be rebuilt within six months or the lot be cleared of all debris by its owner.
6. No dwelling shall have a roof pitch of less than six inches in twelve inches unless approved by the ARCHITECTURAL COMMITTEE. No dwelling shall be built on any lot with a living space, exclusive of porches, decks and garages, of less than 2000 square feet. All dwellings must have exterior coverings consisting of at least twenty-five percent stone or brick. All roof shingles must be 30-year architectural-type shingles or better.

7. No structure may be constructed on any lot closer than twenty feet from the GRDA taking line, nor closer than 7.5 feet from any side lot line, nor closer than twenty feet from the road, unless prior written approval is granted by the aforementioned ARCHITECTURAL COMMITTEE. In the event that there is common ownership of adjoining lots, and the owner builds only one residence, the side lot restriction shall not be applicable to that lot line that divides the adjoining lots commonly owned.
8. Purchasers of lots in this subdivision are advised that all lots are subject to a flowage easement in favor of the Grand River Dam Authority and they should determine the location of said flowage easement prior to commencing any construction of any lake front lots in this subdivision and ensure that any construction is above said flowage easement.
9. Each lot owner shall be responsible for keeping his lot clean and clear of all tall grass, weeds and debris. Should a property owner fail to do so, the subdivision owners may enter upon such property and clean the same and such owner shall be liable for the ordinary cost of such services.
10. No wall, fence or hedge shall be constructed or grown on any lot without the express written permission of the ARCHITECTURAL COMMITTEE.
11. No structure or improvement hereinafter constructed on any lot shall be allowed to fall into disrepair, and shall be kept in good condition, adequately painted or otherwise finished.
12. No garbage cans, trash burners, butane or propane storage tanks shall be placed on any lot in any such manner as to be seen from the adjoining lots or by the general public.
13. No noxious or offensive activity or enterprise shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
14. There shall be no interference with the established drainage patterns in this subdivision unless adequate provision is made for proper draining and approved by the ARCHITECTURAL COMMITTEE.
15. All driveways shall be constructed of concrete or asphalt construction only and be installed and completed before occupancy.
16. Recreational vehicles, trailers, trucks (other than pick-ups), boats, boat trailers, tractors, garden and maintenance equipment, etc. shall at all times be stored in the garage. No repair nor maintenance work shall be done on any of the above, including automobiles, except minor emergency repairs, unless the same is done in the garage.

17. Commercial businesses are prohibited. Only home office businesses are permitted. Sale of merchandise for pick up or delivery is prohibited. Only family members living on the premises are permitted to work in the family business. No signs for advertising are permitted. No signs of any kind will be permitted except for two signs of not more than 5 square feet each advertising the property for sale.
18. Givens Land Development, LLC hereby dedicates all streets and roadways, entrance sign and landscaping to the owners of the seven lots within Givens Point in Woodward Hollow. The owner of each lot shall be responsible for one-seventh of the replacement, repair and maintenance of such dedicated items. Any street lights along the dedicated roadway in Givens Point in Woodward Hollow shall be maintained by the dedicators for a period of one year after the sale of the first lot in the subdivision, and thereafter the monthly expense of such street lights shall be borne by the lot owners on a per lot basis. The ARCHITECTURAL COMMITTEE shall have the power to decide when and if repair is needed for the streets, entrance sign and landscaping. The ARCHITECTURAL COMMITTEE can charge each lot owner his or her portion of the maintenance expense. In the event an individual fails to pay his or her portion of any such maintenance items, a lien may be filed on his or her lot, which shall remain until such time as the assessment is paid.
19. No kennel or other facility for raising or boarding dogs or other animals for commercial purposes shall be kept on any lot. Only dogs, cats or ordinary household pets can be kept on any lot, with a limit of three per household. All animals must be on a leash when at large. The ARCHITECTURAL COMMITTEE shall have the power to control dogs that are a nuisance to the subdivision.

Dated this ____ day of _____, 2007

Givens Land Development, LLC

Mark R Givens

STATE OF OKLAHOMA)
)
COUNTY FO DELAWARE)

On this _____ day of _____, 2007, before me a Notary Public in and for the said County and State aforesaid, personally appeared Mark R. Gives, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein ser forth.

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

NOTARY PUBLIC

My commission expires:
