



LakeHaven
Living in Nature's BackYard.

DECLARATION OF COVENANTS AND RESTRICTIONS

LAKEHAVEN ESTATES SUBDIVISION
OKFUSKEE COUNTY, OKLAHOMA

August 23, 2008

LAKEHAVEN DEVELOPMENT, LLC
P.O. BOX 723
OKEMAH, OKLAHOMA 74859

LakeHaven Estates

Declaration of Covenants and Restrictions

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8/12/08

Lakehaven Estates

Declaration of Covenants and Restrictions

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this _____ day of _____, 2008 by the Lakehaven Development, LLC hereafter referred to as "Declarant".

Whereas, Declarant is the owner of certain real property situated in Okfuskee, County Oklahoma, known as LakeHaven and/or Lakehaven Estates, more particularly described on the attached Exhibit "A" which is incorporated herein reference. (the "Property" and sometimes referred to as the "Subdivision")

Whereas, Declarant has caused the Property to be surveyed and divided into thirteen (13) lots, rights -of-way, and common areas, by Jerry Headrick Surveying pursuant to a survey ("Survey" and sometimes referred herein as "Plat") titled LAKEHAVEN, Okfuskee County, Oklahoma, dated August 5, 2008. The Plat was filed of record with the Okfuskee County Clerks office for Okfuskee County on August 8, 2008.

Whereas, Declarant is in the process of developing the Property. The Subdivision will consist of lots (the "Lots", sometimes separately referred to as a "Lot" and shall mean and refer to any plot of land shown on the Survey and all improvements thereon, with the exception of any common areas, road, easements, and other rights-of-way shown on the Survey), to be used for the construction and occupancy of detached single-family residences, subject to the provisions of this Declaration and other matters of record, for the

benefit of the Subdivision.

Whereas, Declarant desires to subject the Subdivision to the covenants, restrictions, conditions, and easements, hereinafter set forth in insure the development of the Subdivision, including each Lot in the Subdivision as a highly desirable residential area, to promote internal harmony and architectural excellence within the Subdivision, to preserve the natural attributes of the land, to prevent the construction, installation or maintenance of undesirable use or improvement, in a manner consistent with high environmental, aesthetic and residential standards.

Now, Therefore, Declarant hereby declares that the Subdivision, including each lot in the Subdivision, shall be held, transferred, sold, conveyed, leased, used and occupied subject to the following covenants, restrictions, conditions, and easements, each of which is for the benefit of, and shall run with and bind, each Lot and each person having any right, title or interest in any Lot, including, without limitation, each Owner (which 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 Subdivision) and occupant, and the heirs, personal representatives, successors and assigns of any such person.

ARTICLE 1

ARCHITECTURAL REVIEW

Section 1. Preservation of Natural Features. It is the intent of the

Architectural Review Committee to insure preservation of the natural features of each Lot to the greatest extent possible. Consequently, a great deal of importance will be placed during the approval process on ensuring that the natural site characteristics of each particular homesite are well integrated into the architectural and site plan design. Every effort shall be made to preserve the natural topography, slopes, woods, groves of trees and all

other desirable natural features through skillful and appropriate design, placement and construction of the residences and related improvements.

Section 2. Architectural Review Committee. No residence or other improvement shall be installed, constructed, reconstructed or maintained on any Lot, nor shall any addition or alteration be made relative to the exterior appearance of any improvement or landscaping, until detailed plans have been submitted to and approved by the Architectural Review Committee (the "Committee"). The Committee shall, initially, be composed of the Declarant. At such time as all the Lots have been sold and residences have been constructed thereon the Committee will resign and delegate and assign the power of appointment with regard to members of the Committee to the Board of Directors of the Association (defined herein); provided that Declarant may, at its sole discretion, make such delegation at an earlier time. Neither Declarant nor any member of the Committee shall have any liability whatsoever to any person in connection with the approval or disapproval of any plans or specifications in regard to any improvement.

Section 3. Architectural Approval Procedure. No tree removal, excavation or construction shall be performed on any Lot until detailed plans and specifications for any proposed improvements have been submitted and approved in writing by the Committee. Submittal and review procedure shall be followed for obtaining approval of the Committee for any new residence or substantial improvement on any Lot as follows:

1) A copy of preliminary plans and specifications shall be submitted to the Committee for preliminary review and approval including the following:

A. A floor plan

B. A site plan locating the proposed residence, driveway, septic system, lamppost, pool and any other improvements on the topographical site survey with proposed grades indicated.

C. Exterior elevation drawings for all sides of the proposed residence.

D. An indication of the exterior materials and colors to be used to construct the proposed residence.

E. Any other data, drawings or specifications which the Committee deems necessary to fulfill the architectural review process.

F. Erosion Control Plan covering construction site, construction period and revegetation plan.

Section 4. Validity of Approval. No approval of the Committee shall be deemed to have been obtained which violates any restriction set forth in this Declaration unless a variance is specifically granted, in writing by the Committee, for that specific restriction. Approval by the Committee does not constitute a waiver of any provision of zoning or building ordinances or codes.

Section 5. Approval/Disapproval. All documentation delivered for architectural review shall become the property of the Committee and shall be retained as a permanent record. The Committee shall have 45 days from and after receipt of the required documentation which receipt shall be in writing, to approve or disapprove the design, plans and specifications. No change may be made in any approved design, plans or specifications without prior written consent of the Committee. In the event that the Committee fails to respond within 45 days after the full, proper and complete submission of materials required for approval, evidenced by acknowledgement of delivery of such materials, the owner may request a personal meeting with the Committee to make a decision within 14 days, following the close of the initial period of the members request to approve or deny said application. Penalty for not complying with this section shall be an initial \$500.00 fine payable to the Home Owners Association, with additional penalties at a rate or \$50.00 per day accruing until written permission is granted by the Committee.

ARTICLE II

USE RESTRICTIONS

Section 1. Permitted Use. Each Lot shall be used for a single family residential purpose. Lots 1 – 5, shall contain a minimum livable area of two thousand (2,000) square feet and Lots 6-13, shall contain a minimum livable area of sixteen hundred (1,600) square feet; each such unit is hereinafter referred to as a “Residential Unit”. Except as specifically permitted herein, no structure shall be erected, altered, placed or permitted to remain on any Lot other than one single family residential dwelling with an attached garage for the sole use of Owner/Occupant of the Lot.

(a) No Time Shares. No lot shall be subjected to any time-share program or any similar division of interest or program whereby the right to use of the lots rotates among members of a program of holders of interests in the Lot on a recurring or reservation basis.

Section 2. Floor Area. Except as provided in Article II, Section 1 above, the minimum livable floor area for each residence built on a Lot shall be predetermined by the region of the development that it is located. As used herein, the term “livable floor area” shall include all areas under roof but shall not be deemed to include basements or unfinished attics, garages, patios, decks, open porches, terraces, or like area, even if attached to the dwelling.

Section 3. Exterior Materials. Eighty percent (80%) of the visible exterior of each residence and appurtenant structures shall be constructed of brick, natural stone, wood siding, cement siding, and vinyl siding. All siding shall be comprised of individual boards and not sheets such as Texture 1-11. No used material, except reclaimed brick, may be used in the construction of any visible exterior wall. The use of exposed cement block, slag, cinder block, imitation brick, or asphalt on the visible exterior wall is expressly prohibited.

Section 4. Driveways. All driveways shall be gravel, paved with asphalt, brick pavers, concrete or other approved paving materials.

Driveways shall be completed prior to occupancy of the residence except to the extent delayed by adverse weather conditions, in which event such surfacing shall be complete within thirty (30) days after termination of such adverse weather conditions. All driveway approaches to garages will be at least twenty (20) feet long and at least the same width as the garage. Driveway approaches will be constructed of asphalt, concrete, bricked pavers or other approved hard surfaced material.

Section 5. Garages. All Residential Units shall have a minimum of a one (1) car garage attached to the home.

Section 6. Culverts. Driveway culverts, if needed, shall extend four feet (4) beyond the driveway. Each homeowner shall conceal the culvert end opening with stone of size and color specified by the Declarant to insure a pleasing, consistent appearance throughout the development.

Section 7. Lawn Areas. All areas of a residential homesite, not landscaped with plant materials or maintained as natural areas, shall be established and attractively maintained as lawn areas by sodding or hydroseeding. Lawn or landscaping shall be extended and maintained to the edge of the roadway along all Lot boundaries. Preferred lawn species include native types such as Buffalograss. Bermudagrass sod is not preferred but is acceptable.

Section 8. Walls and Fences. No fence or wall of any type shall be permitted to extend beyond the front of the house or the lakeside of the house, except preapproved decorative fences, not to exceed two and one half (2-1/2) feet in height. Rear yard fencing for purpose of Lot enclosure may be used but not to exceed four (4) feet in height. Select wood or a composite material, privacy fencing may be used for purpose of Lot enclosure. Individual wood picket fencing may be used if constructed with visible spacing and left natural or stain preserved but not painted. The decorative side of all fencing shall face the outside of each lot. Select fencing styles for the development, will be available for review by the owner or builder.

Section 9. Swimming Pools. All swimming pools shall be in-ground only, and located to the rear of the home. Mechanical equipment shall be concealed from view. Hot Tubs are allowed but shall be placed in inconspicuous locations and shall not effect the quiet enjoyment of other residents. All motors or equipment shall be placed within an enclosed structure.

Section 10. Air Conditioners. No external air conditioning unit shall be placed in or attached to a window or wall of any residence or appurtenant structure. No compressor or other component of a heat pump/central air conditioning system shall be visible from any adjacent street, and to the extent reasonably possible, all such external equipment shall be so located on any Lot so as to minimize the negative impact thereof on any adjoining Lot, in terms of noise and appearance.

Section 11. Septic Tank. Each Lot and Residential Unit shall be responsible for installing an underground septic system. The system shall meet or exceed the requirements of the Oklahoma Department of Environmental Quality and the Okfuskee County Rural Water District #2 prior to being connected to the rural water system. All lots are to be sewered by individual septic systems, alternative sewage systems may be required in some areas, due to varying soil types and conditions, but in all cases the selected system will be approved by the Committee prior to installation.

Section 12. Minimum Lot Size. No Lot shall be subdivided into a smaller lot. All lot owners are hereby notified that Declarant has the express right, in its sole discretion, to subdivide, re-plat and /or alter the boundary line of any lot or lots owned by Declarant, or any of their respective affiliated or related entities. Any such division, boundary line change, or re-platting of any Lots shall not be in violation of applicable subdivision regulations.

Section 13. Timely Completion. The exterior of all residences and other structures must be completed as soon as practical after construction commences, and in any event within six (6) months

after commencement of construction. For each week over six (6) months the owner will pay to the Home Owners Association two hundred (\$200) dollars per week until completion.

Section 14. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except for the following exceptions:

1. No large animals (horses, cattle, goats, sheep, llamas, pigs, monkeys, etc.) or outbuildings as may be necessary to maintain such animals, shall be permitted on any Lot.

2. There shall be no more than two (2) animals per residency. Pets will be maintained indoors or in an enclosed outdoor kennel facility. Animals shall not be kept on a chain or otherwise staked outdoors. Kennel facilities shall be maintained in a clean condition and all odors and pests must be controlled by the owner.

3. There shall be no roosters allowed and small animals except dogs and cats, must be kept in a pen or a cage.

4. There shall be no commercial kennels allowed on any Lot.

5. There shall be no aggressive natured dogs. Specifically excluded are, Pit Bull's, Dobermans, Mastiffs, Rottweiler or mixed breeds of these dogs. If there is a question about an animal's suitability, the final determination shall be made by the Declarant and/or Home Owners Association.

All pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other Lot Owners. Pets which continue to make loud noises (in excess of 80 dB), damage shrubs or other flora, attack other pets or people, shall be considered a nuisance and shall be removed by the owner. All dogs off the owner's premises shall be leashed or otherwise managed. No pets shall be tethered or kenneled in front yards.

Section 15. Temporary or Accessory Structures. No structure of a temporary character, trailer or tent may be placed, used or occupied on any Lot, either temporarily, or permanently, except that tents for entertainment purposes may be erected for periods not to exceed

forth-eight (48) hours. Permanent swimming pool bathhouses and detached garages, which are architecturally compatible with the primary residence, may be permitted provided that plans for such have been approved by the Committee.

Sections 16. Storage of Vehicles. All vehicles, including without limitation, automobiles, permitted trucks, garden tractors, motor homes, recreational vehicles and utility trailers of the owners are to be parked in off-street parking areas and no such vehicle shall be parked for more than two (2) days in any part of the yard or on the street. In addition to the foregoing requirements, all motor homes and/or recreational vehicles, boats, garden tractors shall be parked in an enclosed garage or within the rear yard area shielded from adjoining Lots and the street by a fence, hedge, or other suitable planting; subject to the approval of the Committee. There shall be no Semi-Tractor Trailers permitted in any area of LakeHaven Estates, except for limited periods as determined by Developer in its sole discretion.

Section 17. Antennas. No exterior radio, television or other communications antenna of any type exceeding twenty-four (24) inches in diameter or height may be erected, placed, maintained or permitted to remain on any Lot. The location of any permitted antenna up to twenty-four (24) inches in height or diameter shall be behind the residence or in an inconspicuous location approved by the Declarant.

Section 18. Outdoor Play Sets. Permanent outdoor playground equipment shall be primarily of wood, or a composite material, construction and shall be located in the rear yard areas of residences.

Section 19. Easements. Easements for the construction, installation and maintenance of public utilities, for surface and road drainage facilities are reserved as shown in the recorded Survey of Subdivision. Landscaping and plantings shall be allowed within easements to the extent that they do not interfere with reasonable and necessary access for the installation and maintenance of the utilities and facilities located within such easements. No building,

wall, fence or any other permanent structure shall be constructed on any easement nor shall any grading be done to restrict water flow in any drainage easements. Driveways shall not be considered structures for the purpose of this restriction. The Lakehaven Development LLC, the ALM Management LLC nor the Lakehaven Home Owners Association shall have any liability for any easements as a result of this section.

Section 20. Utilities and Gated Entrance. All public utilities such as water mains, electric, telephone local subdivision distribution lines, and all connections to such facilities, either private or otherwise, shall be installed underground; provided, however, that above ground transformers, pedestals and other above ground electric, LP gas or telephone equipment deemed necessary by the supplier of any such utility service in connection with underground distribution systems shall be permitted. Each Owner shall be responsible for the installation, maintenance, repair, and replacement of electrical, LP gas, telephone or other underground utilities and facilities on such Owner's Lot, extending from the adjacent street right-of-way, or utility easement on such Lot, to the residence. LP gas tanks shall be appropriately secured as determined by the Committee. Existing utilities that are above ground at the time of the initiation of this development shall be phased to underground at the sole discretion of the Developer.

(a) When connecting to existing utility lines, the Lot owner is responsible to return any roads, drainage areas, or easement to the same or better condition as prior to the construction activity.

(b) Propane Tanks. Above ground propane tanks are not allowed without the prior written consent of the Declarant. All propane tanks must be installed underground.

(c) LakeHaven Estates will be a Gated Community. For the purposes of this declaration, the term "gated community" shall mean the subdivision will have an entrance with the ability to be secured either manually or automatically with an entrance/exit gate.

a. At the discretion of the Declarant, the entrance gates may

be secured for the benefit of the community. Fees associated with securing of the entrance will be paid from the Home Owners Association.

Section 21. Signs. No Billboard, poster, signs or object of unsightly nature shall be placed or permitted to remain on any part of any Lot, except one sign per Lot not to exceed five (5) square feet in areas to advertise property for sale, or sign used by builders to advertise the property during construction and sales period.

Section 22. Right-Of-Way. Declarant hereby retains a forty (40) foot road right-of-way along the Property, consistent with the Survey recorded herein. Declarant and Declarant's Appointees shall also have the right to install and maintain utilities in said road right-of-way and common areas.

Section 23. Lawn Maintenance/Weed Control. The Owner of each Lot, whether vacant or improved, shall maintain such Lot, mow lawn areas in front of residential dwelling in a timely manner, with a maximum of six inches (6") in height and take all steps necessary to control erosion and reduce fire hazard thereon. All Lots shall be mowed, sprayed, or clipped to control noxious and invasive weeds including, but not limited to, thistles, johnsongrass, sericia lespedeza, poison ivy, eastern red cedar, winged elm and poison oak. Members should be aware and cautious of any use of pesticides or lawn chemicals that may have an adverse affect on the lake. No power lawn equipment shall be used before 8:00 a.m. or after dark to minimize the noise pollution in the area.

Section 24. Outdoor Lighting. All outdoor lighting will be approved by the Architectural Review Committee before being installed. Outdoor lights on all Lots shall not be offensive to other residents. Every effort should be made to preserve the natural nighttime beauty of the subdivision and avoid any further light pollution of the lake. Lights, where needed, shall have switches and/or motion detectors so they are on only as needed. "Dusk to dawn" type lights are to be avoided with the exception of solar powered walkway lights.

Section 25. Hunting. All hunting of any kind is strictly forbidden on any Lot.

Section 26. Lake Access. Lot Owners, family and/or guests may access Okemah Lake from their property, where accessible, or via subdivision roads. Access to Okemah Lake, via Lakehaven Estates, will be by either foot, golf cart or a small, all terrain vehicles. No full size vehicles will be allowed with the exception of maintenance vehicles necessary to perform specific tasks. Care will be given to minimize erosion and any negative impact to the lake shore or natural buffer areas.

(a) All Terrain Vehicles (ATV'S). Except as may be permitted from time to time by Declarant in its sole discretion, ATV's are not allowed on streets, unimproved lots or adjacent property. ATV's may be used to access the lake as long as they abide by all speed limit's established by the Home Owners Association and that they show due care to the earthen paths and the impact on said pathway.

(b) Golf Carts/Utility Vehicles. Golf Carts and four (4) wheel utility vehicles are the preferred vehicular transportation on internal roads of LakeHaven Estates and on the adjoining paths. All established speed limits will be obeyed.

Section 27. Mailboxes. All mailboxes are to be collocated at the entrance of Lakehaven Estates, at a location determined by the Declarant. Individual mailboxes will be of a similar style. Declarant may choose to use one standard central mailbox system to be used by Owners. If chosen this will be provided by the Declarant.

Section 28. Trash Receptacles. Individual trash receptacles shall be kept inside and out of view on all Lots. A main trash collection point for household trash shall be established outside the entry into Lakehaven Estates and shall be the one (1) collection point for trash. All Lot Owners shall subscribe to a trash service once their residence is complete. The rules of the trash company will determine the types of trash accepted at the collection point.

Section 29. Tree Protection. All efforts will be made to maintain

all Lots in as close to a natural state as possible. Trees less than four (4) inches in diameter may be removed. Lower branches of trees may be pruned to enhance the view or usability of the area. All Pines and Oaks will be protected by Lot Owners. Trees removed may be used for firewood but all stumps and associated debris shall be removed from the Lot within sixty (60) days.

Section 30. Boat Docks. Boat dock permits may be applied for through the City of Okemah. All docks will meet the minimum standard as set by the Okemah Utilities Authority or shall have a variance preapproved by the OUA prior to construction. Prior to applying for a boat dock permit with City approval, the design and the location of said boat dock must be preapproved by the Architectural Review Committee.

(a) Community Boat Docks. Any boat docks or equipment furnished by the Declarant, the Home Owners Association, or others with the consent of the Declarant, shall be used at the risk of the user, and the Declarant and /or any Home Owner Association shall not be held liable to any person or entity for any claim, damage, liability or injury occurring thereon or related to use thereof.

Section 31. Setbacks. Minimum building setbacks on the lakeside for Lot One (1) shall be 30 feet, Lot Two (2) shall be 10 feet and Lot Three (3) shall be ten (10) feet from the front (lakeside) edge of each lot. Minimum setbacks on each side of each lot shall be ten (10) feet.

Building Setbacks for all other lots shall be twenty (20) feet from the front (Main Roadside) edge of each lot. Setbacks on each side of each lot shall be fifteen (15) feet.

Section 32. Restrictions on Business and Home Occupations. No trade or business of any kind (including but not limited to the practice of medicine, dentistry, chiropractic, chiropody, osteopathy and other like endeavors) shall be conducted on any lot other than

personal and private business which does not increase traffic to the property nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or other residents in LakeHaven Estates, as determined by the Declarant or the Home Owners Association.

ARTICLE III

CONSTRUCTION REGULATIONS

Section 1. Accountability. Prior to start of construction of a residence or other substantial improvement, each Owner shall provide his or her builder with a copy of the Declarations of Restrictions, and each Owner shall be held responsible for having his or her builder adhere to these Construction Regulations and other applicable provisions of this Declaration which are regulated by construction activities.

Section 2. Lot Clearing. Trees that have been approved for removal must be clearly marked and the builder/construction workers must not remove or otherwise damage trees not marked for removal.

Section 3. Portable Toilet. The builder shall provide a portable toilet for the job site located so as not to be visible from the road until such time as the plumbing of the residence is in working order and the water connected.

Section 4. Construction Area. All construction activity and disturbance, including access by construction vehicles and equipment, shall be confined to the boundaries of the construction area for the homesite under construction. Adjacent homesite may not be used for parking, storage or access.

Section 5. Cleanliness. Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. The road surface in the vicinity of the job site shall be maintained clean of mud, trash and debris at all times.

Section 6. Erosion Control. With the proximity to Okemah Lake,

all construction will be protected down slope with approved erosion control elements to minimize sediment flow to the Lake. Erosion control elements shall be maintained following every significant rainfall and/ or as needed to preserve the usefulness of the elements used.

Section 7. Infraction Assessment. The Declarant or Home Owners Association shall establish an Infraction Assessment Schedule that shall be provided to each contractor prior to the initiation of construction. It shall be the responsibility of the Lot owner to provide the Assessment Schedule to their contractors but the Contractor may also receive a copy upon request, from the Declarant or HOA. This schedule shall establish the fines/assessments for damage or disturbance by Contractors or their subcontractors to the site or subdivision during construction.

ARTICLE IV

PROPERTY OWNERS ASSOCIATION AND VOTING RIGHTS

Section 1. Membership. Each person or entity who is a record Owner of any of the Property which is subject to assessment by the Lakehaven Home Owners Association (“Association”) shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner, other than the Declarant, shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of the land which is subject to assessment by the Association.

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

Class A. Class A members shall be all Owners with the exception of the Declarant (except as hereinafter provided) and shall be entitled to one vote for each Lot owned. When more than one person owns an interest in any Lot, all such persons shall be members.

The vote of such Lot shall be exercised as the persons among themselves determine, but in no event shall more than one vote be cast with respect to each Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. Class B membership shall cease and be converted to Class A membership on the date on which the total outstanding votes in the Class A membership equal or exceed the total available votes in the sum of Class B memberships.

ARTICLE V

COVENANT FOR MAINTENANCE

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation Assessments. Annual assessments and special assessments are to be established as hereinafter provided. For each Lot Owner, by acceptance of the deed, for said Lot deemed to covenant and agrees to pay annual and special assessment to the Association, whether or not it shall be so expressed in the deed. Declarant shall not pay annual assessments or special assessments to the Association, except on a voluntary basis; provided, however, Declarant shall be responsible for the cost and expense of maintenance and upkeep of any Common Areas until December 31, 2008.

The regular and special assessments, together with interest, penalties, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing and contractual lien upon the Lot against which each assessment is made. Each such assessment, together with interest, penalty, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owners successors in title unless expressly assumed by them.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the community, civic

and social welfare and benefit of the Property and the Owners, for the purpose determined by the Association to be appropriate in accordance with its Articles of Incorporation and By-Laws, which may include, but is not required to include: improvement and maintenance of the Common Areas, roadway maintenance, entry gate; fencing and other services, facilities, and activities that may be in the community's interest.

Section 3. Amount of Annual Assessment. The amount of the annual assessment shall not exceed \$500 per Lot, which shall be payable on January 1st of each year. On any sale of a new Lot by Declarant, the Owner shall pay such assessment in advance on the date of conveyance to such Owner with the amount to be prorated based upon the number of months from the month of the conveyance to January 1st. Prior to the initial sale of a particular Lot, Declarant may establish an annual assessment in excess of the above amount which additional assessments shall be evidenced by the filing of supplementary declarations of covenants, conditions and restrictions. The maximum annual assessment may be increased above the rate specified above by a vote of a simple majority of the votes of members entitled to vote in person or by proxy, at a meeting duly called for such purpose.

Section 4. Special Assessments. In addition to the annual assessments authorized above, in any year after the calendar year of 2008, the Association may levy a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost for necessary purposes of the Association, such as the construction, reconstruction, maintenance repair or replacement of a capitol improvement in the Common Areas or Common Facilities, including fixtures and personal property related thereto, or for counsel fees or the fees of other retained experts provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members entitled to vote in person or by proxy, at a meeting duly called for this purpose.

Section 5. Notice of Quorum for Any Action Authorized Under

Section 3 and 4. Each member of the Association will provide a mailing address to the Association for all of their correspondence to be mailed. It is the Members responsibility to assure that their mailing address is current with the Association. Written notice of any meeting called for the purpose of taking any such action authorized under Section 3 or 4 hereof shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called the presence of Members, or of their proxies, entitled to cast a minimum of sixty percent (60%) of all the votes of each class 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 (1/2) of the required quorum at the preceding meeting. Subsequent meetings can continue to be called in the aforesaid manner with the required quorum at any subsequent meeting(s) being one-half (1/2) of the required quorum at the preceding meeting until a quorum is present and votes cast. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The Officers of the Association shall maintain the right to allow members to cast votes through use of a teleconference so long as said members' identity may be verified during the meeting by the members in attendance.

Section 6. Effect of Nonpayment of Assessment: 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 Oklahoma Statutorily set interest rate on judgments. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot.

Section 7. Subordination of the Lien to Mortgage. 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; provided, however, that the proceeds from any such sale, to the extent they exceed the first mortgage shall be used to satisfy the lien of assessments.

Section 8. Suspension of Rights of Membership. Prior to any foreclosure of any lien upon any Lot subject to the Declaration, the Board of Directors of the Association shall suspend all membership rights of any Member or Members of the Association who are delinquent in any payment due to the Association for more than 30 days, with such suspension to continue for so long as any delinquency exists, and said Board of Directors may further suspend membership rights for a period not to exceed 30 days for the infraction of any rules or regulations by the Member, family or the Members or guests of the Members, relating to the use of any of the Common Areas or Common Facilities, with such suspension not to exceed 30 days in duration. Suspension of membership rights shall be effective from the date that the notice of suspension is mailed to the Member via U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the personal address provided by the member, and a copy of the notice shall be posted on any or all the Common Areas and Common Facilities during said suspension.

Section 9. Cancellation and Hearing. The said Board of Directors may elect to permanently cancel the membership and all membership rights of any Member who is delinquent in any payment due to the Association for more than 90 days or when such Member, family of the Member, or guest of the Member are guilty of repeated or flagrant violation after a hearing conducted by said Board of Directors, with notice of such hearing mailed to such Member at least 30 days in advance of said hearing date, and further provided that such Member may appeal any such decision of said Board of Directors to the membership of the Association by notice mailed to each Member at least ten (10) days in advance of the desired special meeting date, and said notice setting forth the time, date, place and purpose of said meeting. A majority vote of the Members of the Association attending such special meeting shall be necessary to override the decision of the Board of Directors, and all votes shall be by secret

ballot. Notice shall be mailed by the Member via U.S. Certified Mail, postage prepaid, return receipt requested.

Section 10. Entry Gate and Perimeter Fence Maintenance. Lakehaven Estates HOA shall maintain the Entry Gate and perimeter fences in a functional and appealing condition once the responsibility of maintenance is transferred by the Declarant.

ARTICLE VI

GENERAL PROVISIONS

Section 1. Enforcement. Any owner shall have the right to enforce these covenants and restrictions by proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against any Lot to enforce the lien created by these covenants upon such Lot; and failure 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. Invalidation of Covenants or Restrictions. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way affect any other provision of this Declaration, and this Declaration shall otherwise continue and remain in full force and effect.

Section 3. Amendments and Duration. This Declaration, and the covenants and restrictions herein contained, shall run with the Lots and shall inure to the benefit of, and be enforceable by any Owner, their respective legal representative, heirs, successors and/or assigns, for an initial period of twenty-five (25) years from the date of the Declaration, after which time they shall automatically extend for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots shall have been recorded, agreeing to change this Declaration, in whole or in part; provided, however, that no such agreement and instrument of change shall be effective unless written notice of the proposed agreement and instrument of change is sent to every Owner at least ninety (90)

days in advance of any action taken. The term “then Owners” shall be defined as to include Owners of recorded Lots in all phases of the Okemah Lakehaven Estates. This Declaration may be amended during the primary term by a recorded agreement and instrument of change signed by not less than eighty percent (80%) of the Owners, provided, that before eighty (80) percent of the Lots have been sold, Declarant shall have the right, by written instrument, signed, acknowledged and recorded with the County of Okfuskee County, to modify, amend, restate, waive or repel any or all of the provisions herein contained with respect to all or any particular Lot within the Subdivision.

Section 4. Future Phases of Lakehaven Estates. Declarant may develop, but is not obligated to develop, all or portions of the adjacent land or outlots as a residential subdivision subject to Declaration of Covenants and Restrictions substantially similar to this Declaration.

Section 5. Royalty. There shall be a one percent (1%) Royalty of the total sales price of each property, paid by the seller of any property within Lakehaven Estates, each time a property is sold or transferred. The royalty shall be paid to Andy I. Tucker, Declarant, or his assignees or beneficiaries. This provision shall not be amended by any one other than the Declarant.

Section 6. Disclaimer. The terms, conditions, restrictions and provisions of the Declaration are intended solely to enable Declarant or Architectural Control Committee to exercise its discretion in order to achieve the purposes described in the recitals to this Declaration to the extent feasible. None of the terms, conditions, restrictions or other provisions of this Declaration shall be deemed to constitute a representation, covenant or obligation of Declarant, and Declarant shall have no liability or obligation hereunder.

Section 7. First Right of Refusal. The Declarant retains the first right of refusal to any lot and its associated property sold within Lakehaven Estates. The Declarant may transfer or retain these rights upon creation of the Home Owners Association.

Section 8. Use of Lakehaven or Declarant's Name. The use of the LakeHaven name or the Declarant's name without written consent of the Declarant, is expressly forbidden in any manner.

Section 9. LakeHaven Development Assessment. In an effort to expedite the development of LakeHaven Estates individual lots and to capitalize on any speculative buying of home sites, there shall be an assessment of five percent (5%) of the total sales price or transferred value, of each lot that is resold or transferred without the development of a residential property. This assessment shall be paid by the Seller and shall be paid to the LakeHaven Home Owners Association at the time of closing. All lots that have completed a residential dwelling shall be excluded from this assessment.

Section 10. Board's Determination Binding. In the event of any dispute or disagreement between any Lot owners relating to the property or any questions of interpretation or application of the provisions of this Declaration, the determination thereof by the Declarant or the Home Owners Association Board shall be final and binding on each and all such Lot Owners.

In Witness Whereof, the said Declarant hereto has executed this Declaration of Covenants and Restrictions to be effective as of the day and year aforesaid.

Lakehaven Development, LLC

By: Andrew I. Tucker, President