

AMENDED AND RESTATED DECLARATION OF  
**PROTECTIVE COVENANTS**  
OF OAK HAVEN SUBDIVISION

THIS *Amended and Restated Declaration of Protective Covenants of Oak Haven Subdivision* (the "**Declaration**") is made as of this 2nd day of February, 2015 by Oak Haven Home Owners Association (the "**Association**"), formerly known as Oak Haven Mutual Water Users Association.

RECITALS

(Lots 1-186)

A. The Oak Haven Subdivision No. 1 (Amended) is a residential subdivision located in Wasatch County, Utah, consisting of 186 residential lots (the "**Subdivision**"), as set forth in the official plat thereof on file and of record in the office of the Wasatch County Recorder, recorded on July 13, 1962 as Entry # 83386 in Book 43 at Page 284 ("**Plat**").

B. The Heber Valley Development Corporation, original developer of the Subdivision, on April 13, 1961, recorded in the office of the Wasatch County Recorder, as Entry # 81771, Book 39, Pages 555-7, a declaration titled *Protective Covenants Oak Haven*, setting forth the restrictions and covenants to which the lots and easements in Oak Haven are subject (the "**Original Protective Covenants**"). The Original Protective Covenants have been expanded and amended from time to time.

C. On November 22, 1961, The Heber Valley Development Corporation formed and created the *Oak Haven Mutual Water Users Association*, for the administration of the Subdivision, the enforcement of the Original Protective Covenants, the collection of assessments, and the ownership of the water system and the distribution of water within the Subdivision.

D. On August 1, 2007, it having become necessary and desirable to separate the functions of administration of the Subdivision from the ownership and distribution of the water to the Subdivision and surrounding areas, the name of the Oak Haven Mutual Water Association was amended to be the *Oak Haven Home Owners Association*, which retained the administration of the Subdivision and other non-water related obligations and purposes of the Association. Ownership of the water facilities and responsibility of distribution of water to the subdivision was transferred to a new and independent entity.

E. The Members of the Association now desire to amend and restate the *Amended and Restated Declaration of Protective Covenants of Oak Haven Subdivision*, dated October 17, 2007 and recorded with the Wasatch County Recorder's Office on April 5, 2010 (Entry # 358320) subjecting the lots within the Subdivision to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth in this Declaration.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Association hereby declares as follows:

## ARTICLE I DEFINITIONS

The following words, phases or terms used in this Declaration shall have the following meanings:

1.1 “Architectural Review Committee”, also referred to as the ARC, shall mean either the Board of Directors or a committee appointed by the Board of Directors of the Association as hereafter provided for the purpose of reviewing and approving any improvements or changes to lands within the Subdivision.

1.2 “Articles” shall mean the Articles of Incorporation of the Association as the same may from time to time be amended or supplemented.

1.3 “Assessment” shall mean the charges assessed from time to time against Owners to defray the Common Expenses as well as miscellaneous special Assessments, and special Assessments for capital improvements, all as provided in this Declaration.

1.4 “Board” shall mean the Board of Directors of the Association.

1.5 “Bylaws” shall mean the Bylaws of the Association as the same may from time to time be amended or supplemented.

1.6 “Common Areas” shall mean all property designated on the Plat as Common Areas which are created by the Association or by the Association for the common benefit of all Owners within the Subdivision.

1.7 “Common Expenses” shall mean estimated and actual expenditures made or to be made by or on behalf of the Association, including but not limited to expenditures for maintenance of Common Areas, together with any allocations to reserve or capital funds, which Common Expenses are to be funded from the proceeds of Assessments.

1.8 “Full time” being defined as being occupied for more than 30 days within a 60 day period in the months of December through March.

1.9 “Member” means every Person who holds a membership in the Association.

1.10 “Owner” shall mean the owner of record, whether consisting of one or more persons or entities, of fee simple interest in any of the Lots; provided, however, Owner shall not include a person who holds an interest in a Lot merely as security for the performance of an obligation.

1.11 “Lot” shall mean any one parcel as shown on the Plat.

1.12 “Person” shall mean a natural individual, corporation, estate, partnership, Limited Liability Company, trustee, association, joint venture, government, governmental subdivision or agency or other legal entity capable of holding title to real property.

## ARTICLE 2 PROPERTY SUBJECT TO DECLARATION

2.1 General Declaration. All Lots in the Subdivision and all other property shown on the Plat of the Subdivision shall be held, encumbered, leased, occupied, built upon or otherwise used, improved or transferred, in whole or in part, subject to this Declaration, as amended or modified from time to time.

2.2 Binding Effect. This Declaration is declared and agreed to be in furtherance of a general plan for the Subdivision and is established for the purpose of enhancing the quality and attractiveness thereof. This Declaration shall run with all Lots in the Subdivision for all purposes and shall be binding upon and inure to the benefit of the Association, all Owners and their successors in interest.

## ARTICLE 3 LOT OWNER’S ASSOCIATION

3.1 Membership. The Association is and shall be a non-profit corporation under the laws of the state of Utah. Membership in the Association shall at all times consist exclusively of the Owners. Each Owner shall be a Member of the Association so long as he shall be an Owner and such membership shall automatically terminate when he ceases to be an Owner. Membership in the Association shall not be assignable, except to the successor-in-interest of the Owner, and every Membership in the Association shall be appurtenant to and may not be separated from the fee simple title to such Lot.

3.2 Voting. Each Member’s right to vote on matters placed before the membership of the Association shall be exercised in accordance with the provisions of the Articles of Incorporation and Bylaws of the Association.

## ARTICLE 4 COVENANTS FOR ASSESSMENTS

4.1 Creation of Lien and Personal Obligation for Assessments. Each Owner shall pay to the Association such Assessments to be fixed, established and collected from time to time as provided in this Declaration. The Assessments, together with interest thereon, collection charges, attorneys’ fees, court costs and other costs of collection as hereinafter provided, shall be secured by a continuing lien upon the Lot against which each such Assessment is made in favor of the Association. Each such Assessment, together with such interest, collection charges, costs and attorneys’ fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment becomes due.

4.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively for the management, maintenance (including reserves for capital expenditures), care, preservation and protection of the Subdivision, enhancement of the quality of life in the

Subdivision, enhancement of the value of the Subdivision, promotion of the health, safety and welfare of the Owners, or in furtherance of any other duty or power of the Association.

4.3 Regular Assessments. The Board of Directors of the Association shall determine the amount of the regular Assessment to be paid by each Owner. Each Owner shall thereafter pay to the Association his regular Assessment in one annual installment. In the event the Board shall determine that the estimate of total charges for the current year is, or will become, inadequate to meet all Common Expenses for any reason, it shall then immediately determine the approximate amount of such inadequacy and issue a supplemental estimate of the Common Expenses and determine the revised amount of the regular Assessment against each Owner, and the date or dates when due.

4.4 Capital Improvement Assessments. In addition to regular Assessments, the Board may levy in any fiscal year a capital improvement Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or replacement (other than due to destruction) of a capital improvement upon the Common Areas, including the necessary road infrastructure and utilities related thereto. All amounts collected as capital improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate bank account or the Association's account for reserve funds, to be held in trust for such purposes and said funds shall not be commingled with any other funds (other than reserve funds) of the Association.

4.5 Rules Regarding Billing and Collection Procedures. The Board shall have the right and responsibility to adopt rules and regulations setting forth procedures for the purpose of making the Assessments provided herein and for the billing and collection of regular and special Assessments, provided that said procedures are not inconsistent with the provisions hereof. The failure of the Association to send a bill to an Owner shall not relieve any Owner of his liability for any Assessment or charge under this Declaration, but the Assessment lien therefore shall not be foreclosed or otherwise enforced until the Owner has been given not less than thirty (30) days' written notice prior to such foreclosure or enforcement, at the address of the Owner on the records of the Association, that the Assessment or any installment thereof is or will be due and of the amount owing. Such notice may be given at any time prior to or after delinquency of such payment.

4.6 Remedies for Delinquent Assessments. Assessments found to be unpaid in part or in full on May 1st of any year shall be declared to be delinquent and will incur interest at an annual percentage rate of 18%, until all past-due assessments are paid in full. In the event that any member is found to be delinquent in the payment of assessments, the Association may record with the Wasatch County Recorder a lien against the delinquent Lot. No improvements of any kind may be erected upon the property until such assessment or fee is fully paid and the lien removed. In the event that such assessment remains unpaid following notice of delinquency, the Association may advertise for sale and sell the delinquent Lot in accordance with the provisions of the Utah Nonprofit Association Act then in effect.

4.7 Certificate of Payment. The Association shall, within twenty (20) business days after written demand, furnish to any Owner liable for Assessments a recordable written statement or certificate signed by an officer or authorized agent of the Association setting forth whether the Assessments relating to a specified Lot have been paid and the amount of delinquency, if any. To

the extent permitted by law, a reasonable charge may be collected by the Board for the issuance of each such certificate. Each certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

4.8 Special Assessments. Special Assessments shall be levied by the Board against a Lot and its Owner to reimburse the Association

- (a) for costs incurred in bringing an Owner and his Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws or Association Rules;
- (b) for any other charge designated as a special Assessment in this Declaration, the Articles, the Bylaws or Association Rules; and
- (c) for attorneys' fees, interest and other charges relating thereto as provided in this Declaration.

In the event the Association undertakes to provide materials or services which benefit individual Lots and which can be accepted or not by individual Owners, such Owners, in accepting such materials or services, agree that the costs thereof shall be a special Assessment.

4.9 Application of Excess Assessments. In the event the amount budgeted to meet Common Expenses for a particular fiscal year proves to be excessive in light of the actual Common Expenses, the Board in its discretion may apply the excess to reserves, credit the excess against future Assessments, or pay the excess to the Owners in proportion to the Allocated Interests in the Common Expenses of each Lot, as the Board deems appropriate. The decision of the Board shall be binding and conclusive. In addition, the Association shall not be obligated to reduce the amount of Assessments in succeeding years if an excess exists for a prior year.

4.10 No Offsets. All Assessments shall be payable in the amount specified by the Assessment and no offsets against such amount shall be permitted for any reason, including, without limitation, a claim that the Association is not properly exercising its duties and powers as provided in this Declaration. No Owner shall be allowed to avoid paying any Assessment by waiving or otherwise relinquishing such Owner's rights in the Common Areas or the Association.

4.11 Notices of Action. Upon written request to the Association identifying the name and address of a lender holding a lien upon a Lot, such Lender will be entitled to timely written notice of any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the lien of a Lender, which remains uncured for a period of sixty (60) days.

## ARTICLE 5 COMMON AREAS

5.1 Use and Restrictions on Development. The Common Areas are hereby reserved for the sole and exclusive use of the Owners, members of their families, their guests, their licensees and invitees.

5.2 Condemnation. If any of the Common Areas is taken or condemned by any authority having the power of eminent domain, all compensation and damages on account of the taking of the Common Areas shall be payable to the Association and such proceeds shall be used promptly by the Association to the extent necessary for repair and reconstruction of remaining Common Areas in as substantial compliance to the original plan of development as possible. If there is an award in excess of the amount necessary to so substantially repair or reconstruct such remaining Common Areas, the Board, in its sole discretion, shall determine if the excess is to be refunded to the Members or retained by the Association for such uses as it deems appropriate.

## ARTICLE 6 BUILDING IMPROVEMENTS

6.1 ARC. The Board of Directors shall appoint a committee of not less than three persons to be known as the Architectural Review Committee. The purpose of the ARC is to review and approve proposed plans and specifications for improvements on the Lots, including residences, accessory structures, fences, walls, appurtenant recreational facilities, landscaping, or other exterior structures to be placed upon the Lots. No exterior addition, structural alteration, or exterior structures of any kind may be made until plans and specifications showing the nature, kind, shape, height, material and location of the proposed structure or alteration have been submitted to and approved, in writing, by the ARC.

6.2 Review Standards. The ARC shall determine whether the exterior design and location of the proposed structure or alteration, harmonizes with the (1) surrounding structures, (2) surrounding natural and built environment, and (3) aesthetic character of other improvements. The ARC and the Association shall have the power to adopt specific review standards and design requirements for improvements at the Subdivision. The ARC shall decline to approve any design in which (1) the design elements fail to harmonize with the approval factors described in the previous sentences or which fail to meet any aesthetic standards promulgated by the ARC, (2) impacts adversely on nearby Properties and Common Areas, or (3) is of a temporary or non-permanent nature.

6.3 Improvements on Lots. It shall be the duty of each Owner, at the Owner's sole cost and expense, subject to the provisions of this Declaration regarding ARC approval, to maintain, repair, replace and restore the Lot to a neat, sanitary and attractive condition. In the event that any Owner shall permit any improvement which is the responsibility of such Owner to maintain, to fall into disrepair or not to be so maintained as to create a dangerous, unsafe, unsightly or unattractive condition, or to otherwise violate this Declaration, the Association shall have the right, but not the duty, upon fifteen (15) days' prior written notice to the Owner, to correct such condition and to enter upon such Owner's Lot to make such repairs or to perform such maintenance. The cost thereof shall be charged to the Owner. Said costs shall be a Special Assessment and shall create a lien enforceable in the manner provided for other assessments as specified in this Declaration. The

Owner shall promptly pay all amounts due for such work and the costs and expenses of collection may be added, at the option of the Board, to the amounts payable by each Owner as Assessments.

6.4 Submission of Plans. All plans and specifications required to be submitted to the ARC shall be submitted to and approved by the ARC prior to submission to the county. The written submission shall be submitted to the ARC in duplicate. The written submission shall contain the name and address of the Owner submitting the plans and specifications, identity the Lot involved, and the following information: The location of the improvement upon the Lot; the elevation of the improvement; the general design and layout of the improvement; the exterior finish materials and color of the improvement; and other information which may be required in order to determine whether the improvement conforms to the standards employed by the ARC in evaluating proposals.

6.5 Bond/Security Deposit. The ARC will require that each applicant post a bond, cash security deposit or irrevocable letter of credit in favor of the Association, in a form satisfactory to the ARC, in an amount not to exceed the estimated total cost of the improvement, as a condition to approving any proposed work or improvement. No person shall commence any work or improvement until any and all such bonds, security deposits and letters or credit has been properly posted with the ARC. The deposit is intended to assure the proper clean-up of dirt and debris and the repair of any damage to the landscaping, streets or other property within the Subdivision, caused by the applicant or his agents in the construction of improvements.

6.6 Construction.

(a) Once begun, any improvements, construction, landscaping, or alterations approved by the ARC shall be diligently prosecuted to completion: The construction of all improvements on any Lot shall be completed within a period of one year following commencement of construction, unless the ARC, in its sole discretion, extends said period by written notice.

(b) Owners and builders shall clean up all trash and debris on the construction site at the end of each week. Trash and debris shall be removed from each construction site at least once a week to a dumping location off-site of the Property. The Association's dumpster may not be used for construction materials and cleanup. Lightweight material, packaging and other items shall be covered or weighted down to prevent wind from blowing such materials off the construction site. Owners and builders are prohibited from dumping, burying or burning trash anywhere within the Subdivision. During the construction period, each construction site shall be kept neat and debris shall be promptly removed from the public streets, Lots, Common Areas and driveways.

6.7 Liability for Damages. Neither the ARC nor the Association shall be held liable for damages by reason of any action, inaction, approval, or disapproval by it with respect to any request made pursuant to this Article 6. Neither the ARC nor the Association shall bear any responsibility for ensuring the structural integrity or soundness of approved construction or modification, or for ensuring compliance with applicable building codes, zoning and land use regulations, and other governmental requirements. Neither the ARC nor the Association, or any of their respective members, directors, employees, agents or representatives shall be held liable for

defects in any plans or specifications submitted, revised or approved hereunder, or for any structural or other defects in work done according to approved plans, or for any injury, damages, or loss arising out of the manner or quality of approved construction on or modifications to any Lot or improvements thereon. Each Owner shall be responsible for obtaining all permits, licenses and other governmental approvals required in connection with any improvements to be constructed on such Owner's Lot.

6.8 Variance. The ARC may, in its discretion, grant variances from the restrictions set forth herein, provided that the party requesting such variance obtains all necessary permits and variances, if any, from any governmental authority having jurisdiction thereof.

## ARTICLE 7 RESTRICTIONS

7.1 Zoning Regulations. The lands within the Subdivision shall be occupied and used for the purpose or in a manner which honors the planning and zoning ordinances and regulations applicable thereto validly enforced from time to time.

7.2 Land Use and Building Type.

- (a) Each Lot shall be used only for seasonal single family residential purposes.
  - 1) Cabin owners may elect to use their cabins at any time of year, but they may not be occupied or sold as full time, year round residences. Full time being defined as being occupied for more than 30 days within a 60 day period in the months of December through March. Any cabin owners occupying their cabins on a full time basis when this amendment is made to the Oak Haven Protective Covenants, shall be "grandfathered" and allowed to continue to live full time, year round in their cabin, as long as they meet the requirement for possession of 18 shares of water stock. Should ownership of the property be sold or transferred, or should different residents replace the current owners listed as of the date that this amendment is recorded with the Wasatch County Recorder's office, this "grandfathered status" shall no longer apply to the property. There will be no new full time, year round residences permitted unless approved by a vote of the general membership.
- (b) No structure or dwelling shall be erected, altered, placed or permitted to remain on any Lot exceeding 24 feet above the highest ground level adjacent to the structure.
- (c) No residence shall be built or allowed to remain upon any Lot which shall have less than one thousand (1,000) square feet of enclosed area.
- (d) If approved by the ARC and subject to the same approval standards as a residence, one outbuilding may be constructed on each Lot using the same building materials as are approved for the residence on that Lot.



- (e) No temporary structure, trailer, mobile home, modular home, basement tent, shack, garage, barn or other building, shall be used on any Lot at any time as a residence, either temporarily, meaning seven or more days, or permanently.
- (f) Until such time as a sanitary sewer shall be constructed to serve the Subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah Department of Health shall be installed to serve the improvements upon each Lot.
- (g) Bright reflective roofing and siding are prohibited. Wasatch County Fire Code prohibits wood shingles on mountain dwellings.
- (h) No building or structure shall be placed upon any Lot which shall cause unreasonable interference with the use or enjoyment of other Lots in the Subdivision.

7.3 Storage of Vehicles. The storage of any automobiles, trucks, buses, tractors, trailers, camping vehicles, boats, boat trailers, mobile homes, motor vehicles, large farm implements, non-operable vehicles, and other wheeled vehicles within view of other lot owners or from the roadway is prohibited.

7.4 Off-Highway Vehicle Use. Off-Highway Vehicles, including four-wheelers and snowmobiles ("OHVs"), operated within the Subdivision must display tags bearing the Oak Haven Lot number of the residence of the operator. OHVs must be operated in a safe and responsible manner, observing the restricted speed limits within the subdivision. Loud and noisy engine mufflers will not be tolerated. OHVs will not be operated after daylight hours each day, except for snowmobiles being used for access to a lot rather than for recreation. OHVs must drive on the existing roadways; making trails and driving on private property within the subdivision is prohibited. Property owners will be held liable for any damage and/or injury caused by an OHV operator, member, or guest of that property owner.

7.5 Garbage and Refuse Disposal. The dumping of rubbish, trash, garbage, or any other waste is prohibited in Subdivision. Such trash, rubbish, garbage, or other waste shall be kept in sanitary containers. The burning of trash, papers, junk or debris is permitted only inside homes that are properly equipped with inside incinerator units. Garbage and trash receptacles shall be permitted when kept in a visually screened area and contained in covered containers. Each Lot owner shall maintain the Lot to create a clean, beautiful, healthy environment.

7.6 Business Use. The lands within the property shall be used for single-family residential living purposes, permitting commercial or business purposes that are traditional home businesses conducted within the home. Exterior business or commercial signage of any kind is prohibited.

7.7 Re-Subdivision. No Lot shall be subdivided unless approved by all the members of the Association and then approved by the appropriate Wasatch County agencies.

7.8 Maintenance of Property. All Lots and all improvements on any Lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good

repair. Owners will, on a continuing basis, remove dead trees, limbs and undergrowth from their Lot to both reduce the fire hazard and to promote the natural beauty of the area. Brush along the roadways must be cut back to at least ten feet from the centerline of the road.

7.9 Hazardous Activities. Open fires of any kind are not permitted within the Subdivision except in a contained barbecue unit while attended and in use for cooking purposes or within safe and well-designated interior fireplaces. There shall not be any burning of grass or weeds for the purpose of controlling their growth. No firearms shall be discharged within the Subdivision. The discharge or lighting of any type of fireworks within the Subdivision is prohibited. Each Lot owner shall be required to maintain readily available fire-fighting equipment and an emergency fire extinguisher.

7.10 Animals. Owners and/or guests who bring animals into the Subdivision must insure that they are controlled at all times, kept on a leash or properly penned. Horses may be ridden in and through the Subdivision but may not be stabled in the Subdivision for longer than three days. The Owner will be responsible to clean up and dispose of all animal waste.

7.11 Utilities. All new water and utility lines other than electrical and phone lines shall be buried underground and shall not be carried on overhead poles or above the surface of the ground. Any areas of natural vegetation or terrain disturbed by the burying of utility lines shall be vegetated to ARC standards by and at the expense of the Owner causing the installation of the utilities.

7.12 Noxious or Offensive Activity and Nuisance. No noxious or offensive activity or sound shall be conducted on any portion of the Subdivision at any time, nor shall anything be done or permitted which may become a nuisance to, or unreasonably disturb, Owners of any of the Lots, or be injurious to the reputation of the Subdivision. Normal construction activities and parking in connection with the building of improvements within the Subdivision shall not be considered a nuisance or otherwise prohibited by this Declaration. The Association, in its discretion, shall have the right to determine the existence or non-existence of any nuisance.

7.13 Damage by Owners. Each Owner is responsible for any damage caused to roads, ditches, fences, trails, natural draining courses, utilities, or Common Areas caused by the construction of improvements upon his Lot.

7.14 Fences. No fences shall be erected within the Subdivision, unless approved by the ARC.

7.15 Signs. The Association shall have the right to post signs on any Lot prohibiting trespassing or hunting, to protect boundary lines or for any other purposes consistent with the purposes of the Subdivision. Each Lot owner must post a sign with the Lot number that is easily visible from the roadway at the entrance to the Lot.

7.16 Association Rules. The Association shall have the power to make and adopt reasonable Association Rules with respect to activities which may be conducted on any part of the Subdivision. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate such Association Rules shall be conclusive unless, at a regular

or special meeting of the Association, Owners representing a majority of the Allocated Interests in the Votes of the Association vote to the contrary.

## ARTICLE 8 EASEMENTS AND RIGHTS RESERVED

8.1 Existing Easements within the Subdivision. The lands within the Subdivision are subject to all easements of record which affect said lands at the time of the recording of this Declaration, whether or not said easements are described or otherwise reflected in this Declaration or on the Plat.

8.2 Operations Easements. There is hereby reserved to Association and the Association the right from time to time to enter upon Common Areas, any Lot, or any other portions of the Subdivision to perform or carry out any of the Subdivision operations, drainage or fence maintenance, repair or operation of any utility systems, or any other actions reasonably required to implement wildlife, agricultural, or weed control (including cutting to enhance wildlife habitat), or other operations approved by the Association.

8.3 Emergency and Service Access Easement. A non-exclusive easement for ingress and egress is hereby granted to all police, sheriff, fire protection, ambulance, trash collection, mail service and other similar emergency and service agencies or persons, now or hereafter servicing the Subdivision and to Association and/or the Association or any of their employees, to enter upon all Common Areas, on any Lot or other property within the Subdivision in the lawful performance of their duties.

## ARTICLE 9 AMENDMENTS

9.1 Amendments by Board. The Board may amend or modify this Declaration in the exercise of Association's rights set forth in this Declaration without first obtaining the approval of Owners. Also, notwithstanding anything herein to the contrary, the Board shall have the right, without first obtaining the approval of the Owners to amend this Declaration if such amendment is required solely to comply with applicable law or to correct any error or inconsistency of the Declaration, and if such amendment does not adversely affect the rights of any Owner. If such amendment bears recitation that it is recorded based on such technical error, such amendment shall not require approval of any Owners.

9.2 General Amendment Requirements. Any other amendment hereof shall require the affirmative vote of a majority of all memberships present in person or represented by proxy and entitled to vote at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting and the substance of the amendment proposed shall be sent to all members at least ten but not more than thirty days prior to the meeting date.

9.3 Execution of Amendments. Any amendment authorized pursuant to this Declaration shall be accomplished through the recordation of an instrument executed by the Board. In such instrument the Board shall certify that the vote required by this Article for amendment has occurred. An amendment or revocation shall be effective when executed by Board and when recorded in the office of the County Recorder of Wasatch County, Utah.

**ARTICLE 10  
MISCELLANEOUS**

10.1 Notices. Any notice required or permitted to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly furnished if mailed, postage prepaid, to the first person who appears on the records of the Association as an Owner, at the latest address for such person appearing in the records of the Association at the time of mailing or e-mailed if owner has provided an e-mail address for this purpose.

10.2 Association's Rights Assignable. All or any portion of the rights of Association under this Declaration or in any way relating to the Property may be assigned, provided that such an assignment shall be evidenced by a written agreement and the Association assigning any of its right as provided in this Section shall provide the Association with a copy of the written agreement.

10.3 Interpretation. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall not affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10.4 Effective Date. This Declaration and any amendment hereof shall take effect upon its being filed for record in the office of the County Recorder of Wasatch County, Utah.

10.5 Assignment. Upon the assignment from Association, at its sole option, to the Association, of such Association's rights and obligations hereunder, such Association thereafter shall be relieved from any further liability or obligation hereunder.

10.6 Attorney's Fees. In the event that a judicial action is instituted to interpret and/or enforce the terms of this Declaration, the prevailing Party shall be entitled to recover from the non-prevailing Party, in addition to all the sums that the non-prevailing Party may be called upon to pay, reasonable attorneys' fees and expenses, whether the dispute was resolved through litigation or otherwise.

10.7 Choice of Law. This Declaration and the exhibits attached hereto shall be governed by and construed under the laws of the State of Utah, and where necessary and applicable, the laws of the United States.

IN WITNESS WHEREOF, Oak Haven Home Owners Association has executed this Declaration as of the 3 day of FEBRUARY, 2015

Oak Haven Home Owners Association

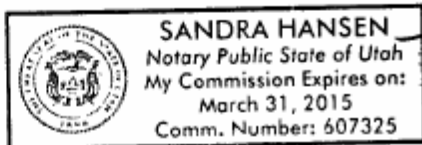
By: [Signature]  
John Wormdahl, President

STATE OF UTAH }

: ss.

COUNTY OF Wasatch }

On the 3<sup>rd</sup> day of February, 2015, John Wormdahl personally appeared before me and being duly sworn, stated that he, acting respectively as the President of the Oak Haven Home Owners Association and being authorized to do so, executed the foregoing instrument for the purpose therein contained.



[Signature]  
Notary Public

**Certificate of Secretary:**

On this 3<sup>rd</sup> day of February, 2015, I hereby certify that the foregoing Amended and Restated Protective Covenants of the Oak Haven Subdivision were duly adopted by the Company's Board of Directors and the Company's members at duly called meetings of the Board of Directors and of the Company's members on January 14, 2015. The number of votes cast by the members in favor of the amendments was sufficient for approval thereof by the members.

[Signature]

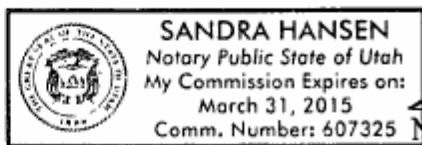
Kelly Webb, Secretary

STATE OF UTAH }

: ss.

COUNTY OF Wasatch }

On the 3<sup>rd</sup> day of February, 2015, Kelly Webb personally appeared before me and being duly sworn, stated that she, acting respectively as the Secretary of the Oak Haven Home Owners Association and being authorized to do so, executed the foregoing instrument for the purpose therein contained.



[Signature]  
Notary Public