

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

THIS *Forth Amended and Restated Declaration of Protective Covenants of Oak Haven Subdivision* (this "**Declaration**") is made as of this 22<sup>nd</sup> day of January 2020 by Oak Haven Home Owners Association (the "**Association**"), formerly known as Oak Haven Mutual Water Users Association.

**RECITALS**

A. The Oak Haven Subdivision No. 1 (Amended) (Lots 1 – 186) 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, as such plat may have been amended by any duly recorded amendment thereto (the "**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. On April 5, 2010, an Amended and Restated Declaration of Protective Covenants of Oak Haven Subdivision was recorded with the Wasatch County Recorder's office as Entry No. 358320 in Book 1012 beginning at Page 1134 (the "**First Restated Protective Covenants**"), subjecting the lots within the Subdivision to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and easements set forth in this Declaration.

F. On February 3, 2015, an Amended and Restated Declaration of Protective Covenants of Oak Haven Subdivision was recorded with the Wasatch County Recorder's office as Entry No. 408804 in Book 1122 beginning at Page 601 (the "**Second Restated Protective Covenants**").

G. On November 15, 2018, an Amended and Restated Declaration of Protective Covenants of Oak Haven Subdivision was recorded with the Wasatch County Recorder's office as Entry No. 458021 in Book 1238 beginning at Page 1081 (the "**Third Restated Protective Covenants**").

H. The Association desires to amend the Third Restated Protective Covenants as set forth in this Declaration.

I. This Declaration affects the real property located in Wasatch County, State of Utah, described with particularity on **Exhibit A**, which exhibit is attached hereto and incorporated herein by reference.

J. Pursuant to Article 9, Section 9.2 of the Third Restated Protective Covenants, the undersigned hereby certify that this Declaration was approved by a majority of all members present in person or by proxy at a meeting of the Association duly called for such purpose.

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 special Assessments for capital improvements, and individual Assessments levied against a specific Owner and/or Lot, all as provided in the Governing Documents.

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. The Bylaws attached as **Exhibit B** to this Declaration shall replace any previous bylaw provisions.

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 an aggregate amount of more than 45 days between, and including, December 1<sup>st</sup> of one year through March 31<sup>st</sup> of the subsequent year.

1.9 “Governing Documents” shall mean and refer to the Association’s Declaration, Plat, Bylaws, rules, articles of incorporation, and any other written instrument by which the Association may exercise power or manage, maintain, or otherwise affect the Project.

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

1.11 “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.

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

1.13 “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.

1.14 “Project” shall mean all of the property within the Oak Haven Subdivision Plat(s) recorded in the records of the Wasatch County Recorder and all structures and improvements thereon including the Lots and Common Areas.

1.15 “Rules” shall mean the Rules adopted by the Association, through its Board.

1.16 “Short Term Rentals” shall mean 30 days or less.

## 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.

2.3 Community Association Act. The Association, its Members, and all Lots in the Subdivision are subject to and bound by the provisions of Utah's Community Association Act, codified as Utah Code § 57-8a-101 *et seq.*

### 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 Association's Governing Documents, Utah's Community Association Act (Utah Code § 57-8a-101 *et seq.*), and the Utah Revised Nonprofit Corporation Act (Utah Code § 16-6a-101 *et seq.*). Each Lot has one vote. When more than one (1) Owner holds an interest in a Lot, any Owner may exercise the vote for such Lot on behalf of all co-Owners of the Lot. In the event of two (2) conflicting votes by co-Owners of one Lot, no vote shall be counted for that Lot on the issue at hand. In no event shall fractional votes be exercised in respect to any Lot.

3.3 Board of Directors. The governing body of the Association shall be the Board of Directors elected or appointed pursuant to the Bylaws. The Board may be compensated if allowed under the terms of the Bylaws.

### 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 for the Lot(s) owned by the Owner. Each Owner shall thereafter pay to the Association the Owner's 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 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, special, and individual 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.

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, shall be assessed a \$50.00 late fee, and will incur interest at a rate of 1.5% per month (compounded monthly) on all outstanding charges, 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 notice of 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 notice of lien removed. In the event that such Assessment remains unpaid following a notice of delinquency, the Association may pursue enforcement action to recover the unpaid amounts and enforce the Association's lien against the Lot.

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 Individual Assessments. Individuals Assessments shall be levied by the Association against a Lot and its Owner to reimburse the Association for any of the following:

- (a) costs incurred in bringing an Owner and his Lot into compliance with the provisions of Governing Documents;
- (b) any other charge designated as pertaining to an individual Owner or Lot or as a special or individual Assessment in the Governing Documents;
- (c) fines, late fees or late charges, collection charges, and interest; and
- (d) attorney fees, costs, and other expenses relating to any of the above and as further provided in the Governing Documents.

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 or individual Assessment to that specific Owner and the Owner's Lot.

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.

4.12 Payoff Information Fees. The Association is specifically authorized to establish a fee of fifty dollars (\$50.00) to provide payoff information related to the transfer, refinance, or closing of a Lot. The Board may increase or decrease the amount charged if the new amount is identified in the Rules and is consistent with Utah law.

4.13 Joint and Several Liability of Owner and Future Owners for All Past and Presently Accruing Unpaid Assessments. The Owner and any future Owners of a Lot are jointly and

severally liable for all Assessments accruing related to that Lot prior to and during the time that an Owner is an Owner. An Owner is not liable for any Assessments (except for additional interest, attorney fees, and collection costs) accruing after the Owner has lawfully transferred the Lot to another Owner; however, the new Owner will be liable for any Assessment that were unpaid at the time the Lot was transferred. The recording of a deed to someone or some company that has not agreed to take ownership of the Lot shall not be considered a legal conveyance of title.

## 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. Subject to all other terms of the Governing Documents, each Owner shall have an equal, right, and easement of use and enjoyment in and to the Common Area.

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, or ARC. The purpose of the ARC is to review and approve proposed plans and specifications for improvements on the Lots, including residences, accessory structures, walls, appurtenant recreational facilities or other exterior structures to be placed upon the Lots. No exterior addition, structural alteration, or exterior structures may be made until plans and specifications showing the nature, kind, shape, height, material and location of the proposed structure 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 an individual 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, identify 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. The Association may charge, as an individual Assessment, the Owner all costs incurred by the ARC or the Board in reviewing the plans, including but not limited to any and all costs incurred to have third party professionals (i.e. engineers, architects, attorneys, etc.) review the plans.

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.

(c) No construction vehicles are allowed on the Project's roads from October 15<sup>th</sup> – April 30<sup>th</sup> of each year unless prior approval is received in writing from the Board.

(d) Noise producing construction activity shall be limited to the hours between 7:00 am and 6:00 pm, Monday through Saturday, and between 9:00 am to 5:00 pm on Sundays.

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 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 an aggregate of more than 45 days between, and including, December 1<sup>st</sup> of one year through March 31<sup>st</sup> of the subsequent year. Owners may use their cabin for any or all days between April 1<sup>st</sup> and November 30<sup>th</sup> without being considered Full-time. Any cabin owners

occupying their cabins on a Full-time basis as of December 31, 2015, were "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 grandfathered Owners listed as of the date that this amendment is recorded with the Wasatch County Recorder's office, then such "grandfathered status" shall no longer apply to the property. There will be no new Full-time, year-round residences permitted unless approved by a majority vote of the general membership of the Association.

- (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, either temporarily or permanently. Upon written approval of the Board, trailers and motorhomes are allowed to be used while construction of a cabin is on-going, provided the Owner has an active building permit issued by Wasatch County, but restricted to a time frame of May 1<sup>st</sup> – October 14<sup>th</sup>. If the Owner stops construction on the cabin for a significant period of time (as determined in the Board's sole discretion), then the Board may revoke its approval for the trailer(s) or motorhome(s) to be used.
- (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, mobile homes, , large farm implements and non-operable vehicles 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 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 No Subdivision of Lot. No Lot shall be further subdivided unless approved by at least sixty-seven percent of the Lot Owners 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: (1) a contained barbecue unit while attended and in use for cooking purposes; (2) a well-designated interior fireplace with an external spark arrestor installed on the chimney; (3) a propane fireplace; and (4) an outdoor fireplace with a continuous screen around the firebox and installed spark arrestor on the chimney are approved. 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 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 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. **The Oak Haven HOA Board and Wasatch County strongly recommend that owners include the County address of your cabin on your sign and ensure that it is posted in plain sight to enable emergency personnel to find your location in times of emergencies.**

7.15 Short term rentals of any cabin or property within Oak Haven is prohibited.

7.16 Association Rules. The Association shall have authority to promulgate and enforce such reasonable Rules and procedures as may aid the Association in carrying out any of its functions and to ensure that the Project is maintained and used in a manner consistent with the interest of the Owners. Pursuant to Utah Code § 57-8a-218(15), the requirements of Utah Code § 57-8a-218 are hereby modified not to apply to the Association. If Rules are adopted, they shall be consistently and uniformly enforced. The Rules may address any issues including those addressed in any other Governing Document. The Rules may supplement, clarify, and add detail to issues addressed in the other Governing Documents so long as they do not contradict the same. The Rules may set forth additional enforcement action that the Association may take, including levying fines, when an Owner or a Lot is in violation of the Association's Governing Documents. The Board's determination as to whether a particular activity being conducted or to be conducted violates or will violate the Rules shall be conclusive, subject to a judicial determination, if any, is timely sought. The standard for adoption of Rules is one of reasonableness. A Rule must be reasonable in light of the circumstances pertaining to the situation or issue addressed by the Rule

## 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. 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 Owners representing a majority of all Lots 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 (10) but not more than thirty (30) 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 the 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 given if hand delivered to an Owner, mailed, postage prepaid, to the person who appears on the records of the Association as the Owner of a Lot, 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. Notices

to Owners shall be deemed delivered when hand delivery is completed, when deposited in the United States mailbox or post office, or when the email is sent.

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 Project 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 and Severability. 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. If the Association utilizes legal counsel to enforce any provision of the Governing Documents against an Owner after the Association gives notice to the Owner that it intends to enforce the provision(s) of the Governing Documents, or after the Owner communicates or demonstrates an intent not to comply with the Governing Documents, the Association may assess all reasonable attorney fees and costs associated with such enforcement to the Owner, regardless of whether a lawsuit is initiated or not. Such attorney fees and costs shall constitute an individual Assessment to that Owner and the Owner's Lot(s). The attorney fees and costs incurred by the Association may include, but are not limited to, any of the following: (1) obtaining advice about a default; (2) collecting unpaid Assessments; (3) filing lawsuits or other legal proceedings related to a default in an effort to collect unpaid Assessments; (4) filing pleadings, notices, objections, and proofs of claim in any bankruptcy proceeding; (5) examining the debtor or others related to collections; (6) monitoring any bankruptcy proceedings including, but not limited to, regular monitoring of an Owner's progress in a chapter 13 plan for the duration of the plan; (7) filing motions, objections, or other adversary proceedings in bankruptcy and all related activities including seeking and responding to discovery, taking depositions or examinations, introducing evidence, hiring and paying expert witnesses, filing motions and other pleadings, attending trials, hearings, or other court proceedings, including as reasonably necessary those related to assert any non-dischargeability of debts, to assert claims against the estate or co-debtors, to challenge exemptions, to pursue any appropriate adversary proceeding, or for any other reason related to the ultimate attempt to collect unpaid Assessments; and (8) foreclosing a lien, secure lien rights, or prepare any notice of lien. This provision is to be construed broadly to permit an Association to recover any reasonable fees and costs in any way related to an Owner's default in the payment of Assessments and the ultimate collection of those Assessments. The term "costs" as used in this section shall include all costs including copying costs, deposition costs, expert witness fees, investigative costs, service costs, and filing fees paid to courts. "Costs" is specifically

defined in this Declaration to be broader and to include costs that are not typically included in costs, as the term is used in the Utah Rules of Civil Procedure.

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.

10.8 Enforcement and Cumulative Remedies. Subject to reasonable compliance therewith by the Board, each Owner shall reasonably comply with the Governing Documents, as the Governing Documents may be lawfully amended from time to time, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association on behalf of the Owners, or in a proper case, by an aggrieved Owner. All rights, options, and remedies of the Association and the Owners in the Governing Documents are cumulative, and none shall be exclusive of any other, and the Association and the Owners shall have the right to pursue any one or all of such rights, options, and remedies, or any other remedy or relief that may be provided by law, simultaneously, consecutively, or alternatively.

10.9 Owner Liability and Indemnification. Each Owner shall be liable to the remaining Owners and to the Association for any damage to the Common Area that may be sustained by reason of the negligent or intentional act that an Owner or any intentional or negligent act of any occupant of that Owner's Lot. Each Owner, by acceptance of a deed to a Lot, agrees personally to indemnify each and every other Owner, and to hold such other Persons harmless from, and to defend such persons against, any claim of any person for personal injury or property damage occurring within the Lot of that particular Owner, except to the extent that: (1) such injury, damage, or claim is covered and defended by the Association's or such other Owner's liability insurance carrier; or (2) the injury or damage occurred by reason of the intentional act of the Association.

10.10 Use of Funds Collected by the Association. All funds collected by the Association, including Assessments and contributions to the Association paid by the Owners, if any, shall be held by the Association in a fiduciary capacity to be expended in their entirety for nonprofit purposes of the Association in managing, maintaining, caring for, and preserving the Common Area, and for other permitted purposes as set forth in this Declaration. No part of said funds shall inure to the benefit of any Owner (other than as a result of the Association's managing, maintaining, caring for and preserving the Common Area and other than as a result of expenditures made for other permitted purposes as set forth in this Declaration). The Association shall keep all Assessment-generated funds in an account or account in the name of the Association. The Association shall not commingle Assessment-generated funds with the funds of any other person.

10.11 Reserve Analysis. The Association shall cause a reserve analysis with an onsite evaluation to be conducted no less frequently than every six (6) years. The Association shall review and, if necessary, update a previously conducted reserve analysis no less frequently than every three (3) years. The reserve analysis shall, at a minimum, estimate the need for and appropriate amounts for a reserve fund to accumulate money to cover the cost of repairing, replacing, and restoring Common Areas that have a useful life of three (3) years or more. The reserve analysis and updates shall project a minimum of thirty (30) years into the future.

10.12 Establishing Hearing Procedures. The Board shall have the authority to create a reasonable hearing process applicable in case the Association shall take adverse action related to

any particular Owner or group of Owners. The Board shall not be under any obligation to offer a hearing process, except as required by law or by the Governing Documents, and in any such process, shall have the authority to designate the procedure related to any such hearing, and to make any and all final determinations of issues subject to the hearing process. The Board may establish the hearing process on an as-needed basis for particular matters as they arise or may set forth a process in the Rules applicable generally to such matters that it designates. Any such hearing process shall provide, at a minimum for: (1) at least two (2) weeks' notice of the hearing to the Owners; and (2) a reasonable time period under the circumstances for the Owner(s) to present their own testimony, the testimony of others, argument, authority, evidence, and other information the Owner deems relevant to the disputed issue.

10.13 Conflicting Provisions. In the case of any conflict between the Governing Documents, the order of priority from the highest to the lowest, as set forth in Utah Code Ann. § 57-8a-228(5), shall be this Declaration and the Plat (construed together), the Articles, the Bylaws, and then the Rules.

IN WITNESS WHEREOF, Oak Haven Home Owners Association has executed this Declaration as of the 22<sup>nd</sup> day of January, 2020..

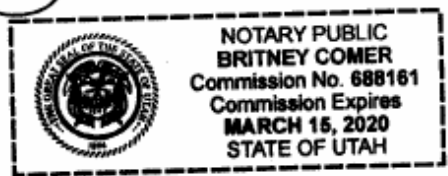
OAK HAVEN HOME OWNERS ASSOCIATION

By: [Signature]  
Rob Allen, President

STATE OF UTAH                    }  
  } ss.  
COUNTY OF Summit }

On the Feb 4<sup>th</sup> 2020; Rob Allen 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 22<sup>nd</sup> day of January, I hereby certify that the foregoing Forth Amended and Restated Protective Covenants of the Oak Haven Subdivision was duly adopted by the Association's Board of Directors and the Association's members at a duly called meeting of the Association.. The number of votes cast by the members in favor of the Declaration was sufficient for approval thereof by the members.

  
Mykal Mugge, Secretary of the Oak Haven Home Owners Association

STATE OF UTAH                    }  
  } ss.  
COUNTY OF Summit }

On the Feb. 4<sup>th</sup>, 2020, Mykal Mugge 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.

  
Notary Public



**EXHIBIT A**

(Legal Description)

BOUNDARY DESCRIPTION					
COURSE	DIST.	REMARKS			
50.476	169.524	N 77°34'W	222.00	N 76°31'E	14961
S 82°24'W	118.73	N 37°04'W	234.00		
N 69°51'W	116.42	S 78°22'N	214.00		
N 87°22'W	125.63	N 8°36'E	175.43		
S 77°14'W	153.03	N 49°23'W	75.92		
S 81°00'W	165.41	N 22°03'W	150.69		
S 87°20'W	149.60	N 26°42'W	74.29	Sited in Sections 28	
S 67°27'W	148.90	N 56°11'E	160.84	and 29, T 3 S; R 4 E; SLB 4 N.	
S 58°50'E	180.00	S 66°45'E	89.20		
S 65°24'W	252.43	S 82°24'E	118.00	Point of beginning is	
S 24°09'E	100.00	North	150.00	1572.45' North and 2608.38	
S 65°51'W	200.00	N 77°14'E	195.00	West of 1/4 section corner	
N 24°09'W	250.00	N 21°16'E	290.00	of sections 27 and 28	
S 65°51'W	40.00	N 28°40'E	407.00	T 3 S; R 4 E; SLB 4 N	
S 58°03'W	154.42	N 26°13'E	124.76		
S 67°35'W	254.00	S 54°23'E	229.19		
S 54°12'W	126.83	N 18°26'E	332.50		
S 54°09'W	122.32	North	275.34		
S 72°13'W	127.00	East	317.68		
S 78°51'W	130.90	S 23°37'E	400.00		
N 22°45'W	200.00	N 66°21'E	400.00		
West	100.00	S 82°03'E	414.41		
N 34°49'W	292.63	N 52°28'E	149.39		
S 71°48'W	235.07	N 67°49'E	200.23		

Oak Haven Subdivision No. 1: lots 1 through 186, which include but may not be limited to the following Serial Numbers:

00H-0001-0-028-034 through 00H-0009-0-028-034

00H-0011-0-028-034 through 00H-0019-0-028-034

00H-0021-0-028-034 through 00H-0156-0-028-034

00H-0158-0-028-034 through 00H-0186-0-028-034

# **EXHIBIT B**

(Bylaws)

**AMENDED AND RESTATED  
BYLAWS  
OF  
OAK HAVEN HOME OWNERS ASSOCIATION**

**ARTICLE I - OFFICES**

The principal office of the Association in the State of Utah shall be located in Wasatch County, State of Utah or at the residence of the President of the Association. The Association may have such other offices as the Board of Directors may designate or as the business of the Association may require from time to time.

**ARTICLE II - MEMBERS**

Section 1. Annual Meeting

The annual meeting of the members shall be held in the third week of September in each year at the hour of 7:00 p.m. for the purpose of electing Directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. If the election of the Directors shall not be held on the day designated herein before any annual meeting of the members, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as practical. No votes shall be taken for items not included on the agenda sent with the meeting announcement.

Section 2. Special Meetings

Special meetings of the members, for any purpose, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors, and shall be called by the President at the request of the holders of not less than one-tenth of total membership of the Association entitled to vote at the meeting.

Section 3. Place of Meeting

The Board of Directors may designate any place within the State of Utah as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors.

Section 4. Notice of Meeting

Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose for which the meeting is called shall be delivered not less than ten (10) nor more than twenty-five (25) days before the date of the meeting, either personally or by mail or, at the direction of the President or the Secretary or the officer or person calling the meeting, to each member entitled to vote at such meeting. This notice shall include a meeting agenda that specifies any topics or items that will be voted on. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his/her address as it appears on the records of the Association. Notices will be e-mailed in lieu of US mail if owner has provided an e-mail address for this purpose.

Section 5. Meeting minutes

Meeting minutes shall be written and finalized by the Oak Haven HOA Board and published on the Oak Haven website and emailed to those members with listed email address(s) on the Master Roll within 60 calendar days of any special or annual meeting. A member may request a written copy from the Board after they are finalized and published. Requests will need to be in writing and include a mailing address to send them to.

Section 6. Quorum

The memberships represented in person or by proxy shall constitute a quorum at any duly called meeting of the members. Except as otherwise provided in the Articles of Incorporation, these Bylaws, or the Oak Haven Amended Protective Covenants, the affirmative vote of a majority of the memberships represented at the meeting and entitled to vote shall constitute approval of such matter.

Section 7. Proxies

At all meetings of members, a member may vote in person or by written proxy. Such proxies shall be filed with the Secretary of the Association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each proxy must specify the specific lot(s) and member(s) to which it applies.

Section 8. Voting

Each platted lot in the Oak Haven Subdivision represented at the meeting of members shall be entitled to one vote upon each matter submitted to a vote, without regard to the number of owners of such lot. Members whose annual assessments and/or fees are delinquent shall not be entitled to vote. At annual meetings of the members, only such persons shall be entitled to vote in person or by proxy as appear as members upon the transfer books of the Association on the 30th day before such annual members meeting. When more than one person or entity owns an interest in a lot, each such person or entity shall be a member of the Association and the vote allocated to that lot shall be divided among the co-owners present in person or by proxy according to the percentage of their ownership interest in the lot.

Section 9. Informal Action by Members

Any action which may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by a majority of the memberships entitled to vote with respect to the subject matter thereof.

Section 10. Transfer of Membership

The members of this Association are those persons or entities who are the owners or record of a lot in the Oak Haven Subdivision. Membership in the Association may only be transferred through transfer of title of the associated lot. Any individual or entity owning, acquiring, or in any way becoming vested with an interest in a lot in the Oak Haven Subdivision, is a deemed to be a member of the Association.

## ARTICLE III - BOARD OF DIRECTORS

### Section 1. General

The business and affairs of the Association shall be managed by its Board of Directors.

### Section 2. Conflicts of interest

In order to protect the Oak Haven Home Owners Association (HOA) Board Members, Directors, officials and employees, and the Oak Haven Homeowners Association, and to avoid real, potential, or perceived conflicts of interest, a Board Member, Director, officer, or employee of Oak Haven HOA may not serve concurrently as a board member, director, officer, or employee of or have substantial financial interest in, any business entity with which Oak Haven does business or has significant financial transactions, nor should a member of their immediately families so serve. The Oak Haven Water Company is not considered an entity under this paragraph.

- (a) In the event a question is brought before the board regarding an HOA Board Member, Director, official or employees' financial interest or employment with a business entity, the Board will review and make a determination regarding the same.
  - (i) In the event that a family member of an HOA board member seeks to do business with or provide remunerated services for the HOA, the related board member will recuse himself/herself from the discussion and determination without influence on other board members.
  - (ii) For purposes of Section 1, "substantial financial interest" shall be viewed under the "reasonable person standard".

### Section 3. Water Company Board Liaison

(a). A member of the HOA Board, who is not an officer of the Board, will be designated by the Board to attend all meetings of the Oak Haven Water Company Board to provide liaison between the two boards. If the Water Master also serves on the HOA Board, he/she will serve as the liaison regardless of their position on the HOA Board.

### Section 4. Election, Tenure and Qualification

The number of the Directors of the Association shall be five. Each Director shall be elected for a term of three (3) years. Directors must be a member of the Association for a minimum of 3 years prior to election and shall be a natural person at least 18 years old, or in the event that the member is an entity or other than a natural person, shall be the duly authorized representative of such entity.

### Section 5. Regular Meetings

A regular meeting of the Board of Directors shall be held without notice, other than this Bylaw, immediately after and at the same place as the annual meeting of the members, or within four weeks thereafter at a time and place agreed upon by the Directors at the annual meeting.

### Section 6. Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors, at a time and place specified by the President or those Directors calling such a meeting.

Section 7. Quorum

A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 8. Vacancies

Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors. A Director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

**ARTICLE IV - OFFICERS**

Section 1. Number

The officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be a member of the Association and shall be elected by the Board of Directors from among its members. Any two or more offices may be held by the same person except for the office of President.

Section 2. Election and Term of Office

The officers of the Association shall be elected annually at the first meeting of the Board held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as possible. Each officer shall hold office until his successor shall have been duly elected, or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal

Any officer or agent elected or appointed by the Board of Directors may be removed by the majority vote of the Board of Directors whenever in its judgment the best interests of the Association would be served thereby. But such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. Vacancies

A vacancy in an office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President

The President shall be the principal executive officer of the Association and subject to the control of the Board of Directors. Shall in general supervise and control all of the business affairs of the Association. He/she shall, when present, preside at all meetings of the members and of the Board of Directions.

Section 6. Vice-President

In the absence of the President, or in the event of his death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restriction upon the President.

Section 7. Secretary

The Secretary shall:

- (a) Keep the minutes of the members and of the Board of Directors meetings.
- (b) See that all notices are duly given in accordance with the provisions of these Bylaws as required by law.
- (c) Be custodian of the corporate records and of the seal of the Association and see that the seal of the Association is affixed to all documents which on behalf of the Association are duly authorized.
- (d) Keep a register of the post office addresses of each member which shall be furnished to the Secretary by such member.
- (e) Sign, with the President or Vice-President, certificates for membership in the Association.
- (f) Have general charge of the membership books of the Association.
- (g) In general perform all duties incident to the office of Secretary, and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 8. Treasurer

If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety as the Board of Directors shall determine. He shall:

- (a) Have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected, and
- (b) In general perform all the duties incident to the office of Treasurer, and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

**Article V - ADVISORY COMMITTEE**

Section 1. Election

At the annual HOA meeting an HOA Advisory Committee shall be elected/appointed to serve as follows:

- (a) **Size:** The Advisory Committee shall contain eight (8) members. The Advisory Committee shall be first elected as soon after the adoption of this amendment as shall be practicable, not to exceed a period of 9 months. In subsequent years only Committee vacancies will be filled at the annual Homeowners meeting in order to keep the Advisory Committee at eight (8) members.
- (b) **Makeup:** The HOA Board will divide Oak Haven into five (5) districts. Five members of the Advisory Committee will be nominated and voted on by the property owners, one (1) from each of the five (5) districts. Two (2) members of the Advisory Committee will be appointed by the HOA Board; the HOA Board will appoint one (1) HOA Board member to be a member of the Advisory Committee (see Article V, subsection (a)).



- (c) The Advisory Committee will elect a chair, vice-chair, and secretary; with the concurrence of Committee members, the chair will make other assignments to Committee members as needed.
- (d) Qualifications: Qualifications to serve on the Advisory Committee will be the same as described for HOA Board Members in Article III, Section 4.
- (e) Term: Members of the Advisory Committee shall serve one (1) term or three (3) years and may not serve another term until two (2) years following the end of their previous term. To avoid all members finishing their term in the same year, Advisory Committee members elected in the first year will serve staggered terms, to be determined by lot, of one (1), two (2), or three (3) years.
- (f) The Advisory Committee may not officially represent the HOA in any legal matters or in any way that is legally binding or appears to be legally binding upon the HOA or its Board or Officers.
- (g) The Advisory Committee will be answerable to the HOA Board and will work in full harmony with the HOA owners to further the purposes of the Oak Haven community.
- (h) The Advisory Committee may not act in any way contrary to the most current Oak Haven HOA Protective Covenants or Bylaws.
- (i) As requested by the HOA Board, the Advisory Committee will provide research, analysis, opinions, and other information or services to assist the HOA Board in its duties.
- (j) With appropriate input from HOA members, the Advisory Committee will recommend to the HOA Board amendments or changes to the HOA Protective Covenants, Bylaws, Master Guidelines, and rules.
- (k) The Advisory Committee will act as "eyes and ears" for the HOA Board and report to them matters needing HOA Board attention, such as, safety issues, non-compliance with rules, concerns voiced by individual HOA members, etc. Unless authorized by the HOA Board, the Advisory Committee will not act on any such matters other than to bring them to the attention of the HOA Board.
- (l) The Advisory Committee will act as a nominating committee for the HOA Board and will vet and place in nomination at the annual HOA member meeting the names of at least two willing and qualified property owners for each vacant Board position. This does not restrict an owner from nominating any additional qualified member(s).

## **ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS**

### **Section 1. Annual Budget**

At the annual meeting of HOA members, the HOA Board will present a recommended annual budget detailing expected revenues and expenditures. Upon approval from a majority of HOA members at the meeting and entitled to vote, the HOA Board will execute the approved budget. Any proposed expenditure that deviates from the approved line item in the budget by fifteen (15) percent or more must have the prior approval of a majority of HOA members entitled to vote. No monies shall be spent during the year that were not approved as part of the budget for that year.

### **Section 1. Contracts**

The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of an on behalf of the Association.

Section 2. Loans

No loan may be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a majority vote of its members.

Section 3. Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall be determined by the Board of Directions.

Section 4. Deposits

All funds of the Association not otherwise employed shall be deposited to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. Expenditures

Annual expenditures authorized by the Board of Directors may not exceed the revenues received from the annual assessments of the members of the Association unless first approved by the majority of members.

**ARTICLE VII – MASTER GUIDELINES**

Section 1. The HOA Board of Directors, with approval from the HOA members, will develop Master Guidelines for the Oak Haven Project setting forth short-term (1 to 3 years), intermediate-term (3 to 10 years), and long-term (10 to 20 years) objectives for the Oak Haven community.

(a) The Master Guidelines, along with the Protective Covenants and the HOA Bylaws, will guide the HOA Board in setting priorities and making plans, decisions, commitments, contracts, etc., for the Oak Haven community.

(b) The Master Guidelines will be approved by a majority of HOA members entitled to vote in the annual meeting by no later than October 2020.

(c) The Master Guidelines will serve as a guide to formulating the annual budget to be voted on in the annual meeting and may be amended from time to time, by a majority of HOA members entitled to vote.

(d) The Master Guidelines will need to be coordinated with the Oak Haven Water Company when including water system infrastructure.

(e) The Master Guidelines will include, but not be limited to, priorities, plans, timetables, and potential funding sources for:

- a. Safety measures for people and property
- b. Roads
- c. Utilities, such as sewer, electricity, natural gas
- d. Utilization of government services
- e. Other Oak Haven community services

## **ARTICLE VIII- ASSESSMENTS**

### **Section 1. Assessments**

Each numbered lot within the Oak Haven subdivision shall be assessable to carry out the purposes and business of the Association, in accordance with the provisions contained in the duly adopted Oak Haven Amended Protective Covenants, provided however, that all lots owned by Oak Haven Water Company shall be treated, and assessed, as one combined lot. The Board of Directors shall authorize all assessments. All assessments when authorized shall be levied and collected on each lot each year without regard to the existence of improvements upon the lot.

### **Section 2. Manner of Assessments**

Assessments shall be levied in the manner set forth in the Oak Haven Amended Protective Covenants and in compliance with the provisions of Utah law.

### **Section 3. Members Liability**

Members shall be liable for reasonable attorneys' fees, collection and court costs of the Association if the Board refers the collection of delinquent assessments and/or fees to an attorney. Such fees and costs will be paid before any recovered funds will be applied to the principal balance.

## **ARTICLE IX -CONSTRUCTION OF IMPROVEMENTS**

### **Section 1. Construction**

Construction of improvements upon any lot shall be governed by the provisions of the Oak Haven Amended Protective Covenants.

### **Section 2. Condition of Property**

Should an unacceptable or unhealthy condition be found to exist upon any lot or property, the owner, upon written notification, will be allowed fifteen (15) days to correct such condition. Should the owner fail to satisfactorily correct the situation, then the Association will do so, or may elect to turn the matter over to Wasatch County for correction. In either case the costs incurred will be billed to the property owner. Should the property owner fail to pay these costs, or any other costs incurred by the Association in behalf of a property owner, the Association may lien the property or take such other legal action as is necessary to recover the costs incurred.

## **ARTICLE X- PUBLIC HEALTH AND SAFETY**

### **Section 1. Maintenance and Fire Protection**

It shall be the responsibility of each lot owner to maintain his/her property in a clean, sanitary, attractive condition, in accordance with the provisions of the Oak Haven Amended Protective Covenants. All trash, garbage, building materials, etc. shall be disposed of promptly to prevent and eliminate a breeding place for insects, vermin or other rodents, and to preserve the beauty and natural surroundings of the canyon.

Section 2. Clean-Up

A clean-up day or days will be scheduled each year for the purpose of removing all types of trash, dead trees, limbs, building materials, etc. from the Subdivision.

- (a) Equipment for the clean-up will be provided by the Association and/or Wasatch County. Property owners must place material in the dumpster down at the entrance to the Subdivision. County equipment will not come onto private property.
- (b) The State Forest Service requires a continuing effort in removing dead trees, shrubbery and over growth from all canyon property as a fire protection measure. The Association will assist in this effort.

Section 3. Insurance

The Association shall secure and at all times maintain comprehensive policies of insurance insuring the Owners, the Association, and its directors, officers, agents, and employees against any liability incident to the ownership, use, or operation of the common areas; a policy or policies of fire and casualty insurance; and fidelity insurance coverage to protect against errors and omissions of Directors and Officers of the Association and all others (including volunteers) who handle, or are responsible for handling, funds of the Association. Coverage and limitations of liability of such insurance shall be as determined by the Board of Directors from time to time, but in any event shall be in an amount sufficient to provide protection equal to than one and one-half (1½) times the Association's estimated annual operating expenses and reserves.

**ARTICLE XI - ENFORCEMENT**

Section 1. Violation

Upon violation of any of the Articles of Incorporation of the Association and/or sections of these Bylaws, the Board of Directors shall have authority to employ such legal action as may be required to ensure compliance and enforcement therewith. Such action may include, but not be limited to, assessing fines for such non-compliance or violations. Which fines, if not paid within 30 days of assessment, shall become a part of the annual property assessment. Subject to all powers and authority herein.

Section 2. Fine schedule

The Fine Schedule Policy Resolution was voted on and adopted by the HOA Board of Directors on April 3<sup>rd</sup>, 2018 and becomes a part of these Bylaws as Attachment #1.

Section 3 Binding

These Bylaws are binding and in force upon any property owner residing within the limits of the Oak Haven Subdivision.

Section 4. Approval

These Bylaws approved and duly signed by the Board of Directors are in effect, and supersede all previous Bylaws and amendments thereto, from date recorded with Wasatch County.

ARTICLE XII - AMENDMENT

Section 12.1. Amendments by Board. 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.

Section 12.2. General Amendment Requirements. Any other amendment hereof shall require the affirmative vote of Owners representing a majority of all Lots 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 (10) but not more than thirty (30) days prior to the meeting date.

Section 12.3. 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 the Board and when recorded in the office of the County Recorder of Wasatch County, Utah.

IN WITNESS WHEREOF, Oak Haven Home Owners Association has executed this Declaration as of the 22<sup>nd</sup> day of January, 2020.

OAK HAVEN HOME OWNERS ASSOCIATION

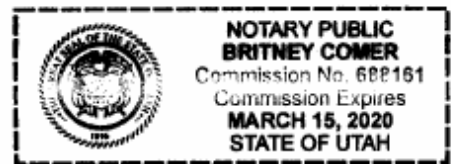
By: [Signature]  
Rob Allen, President

STATE OF UTAH }

COUNTY OF Summit : ss.

On the Feb. 4, 2020, Rob Allen 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 22<sup>nd</sup> day of January, 2020, I hereby certify that the foregoing Forth Amended and Restated Protective Covenants of the Oak Haven Subdivision was duly adopted by the Association's Board of Directors and the Association's members at a duly called meeting of the Association.. The number of votes cast by the members in favor of the Declaration was sufficient for approval thereof by the members.

  
Mykal Mugge, Secretary of the Oak Haven Home Owners Association

STATE OF UTAH }  
COUNTY OF Summit } : ss.

On the Feb 4, 2016, Mykal Mugge 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.

  
Notary Public