

## PROTECTIVE COVENANTS

### OAK HAVEN

The Oak Haven Mutual Water Users Association Inc, the property owners Association of Oak Haven, a subdivision of Wasatch County, State of Utah, in consideration of the premises and as part of the general plan for improvement and maintenance of said property, do hereby declare the lots and easements within said subdivision subject to the restrictions and covenants herein below:

1. All covenants and restrictions herein stated and set forth shall run with the land and shall be binding on all the parties and persons claiming any interest in said residential lots herein described, or part thereof, are amended and extended for ten (10) years from date hereof, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the owners of said residential lots it is agreed to change the covenants in whole or in part.
2. Each and every lot shall be known and designated as a residential lot, excepting those lots designated for the protection, distribution, storage and maintenance of the Oak Haven culinary water system, and no structure or dwelling shall be erected, altered, placed or permitted to remain on any such residential lot other than a one (1) family single dwelling, not to exceed two (2) levels in height above ground level.
3. These restrictions and covenants shall include the Articles of Incorporation and By-Laws of the Oak Haven Mutual Water Users Association.
4. If the parties now claiming any interest in said residential lots herein described, or any of them, or their heirs, successors, grantees, personal representatives or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained, it shall be lawful for any other person or persons owning any other residential lot or lots in said area to prosecute any proceedings at a law or in equity against the persons, firms or corporations so violating or attempting to violate any such covenant or covenants and/or restrictions, and either to prevent him or them from doing or to recover damages or other dues for such violation or violations.
5. Invalidation of any one of the covenants and restrictions herein set forth by judgement or court order shall in no way effect any of the other provisions hereof which shall remain in full force and effect untill ten (10) years from the date hereof, subject to automatic extension as provided in paragraph one (1) above.
6. An easement is hereby reserved on, over and through Oak Haven subdivision for the construction, installation and continued maintenance, repair, reconstruction, replacement and removal of such water pipeline and electric distribution pole lines and circuits as may from time to time become necessary to serve water and electrical installations located within the boundries of the premises.
7. Until such time as a sanitary sewer shall have been constructed to serve this subdivision, a sewage disposal system constructed in accordance with the requirements of the Utah State Department of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into a stream, storm sewer, open ditch or drain or into

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an elevation of land higher than an existing spring source, unless it has first passed through an absorption field approved by the health authority.

8. No trash, ashes or any other refuse may be thrown or dumped on any residential lot herein described or any part or portion of the subdivision. And further, no open fires shall be permitted within the subdivision except in stone, brick or block enclosed fireplaces having a chimney equipped with adequate protection to prevent the escape of flying sparks or other burning material. Open fire pits, barbecues or any other type of open fire is prohibited. No firearms shall be discharged within the confines of the Oak Haven subdivision or into the mountainside adjacent thereto.

9. No building or structure shall be placed upon any of the lots of the subdivision which shall cause unreasonable interference with the use or enjoyment of other lots in the subdivision, including, but not by way of limitation, no such buildings or structures shall be constructed of materials causing bright reflective glare to other lots in the subdivision.

10. No residence shall be built or allowed to remain upon any lot which shall have less than five-hundred (500) square feet of enclosed area.

11. It is understood that the Oak Haven Mutual Water Users Association Inc. operates and maintains a culinary water system presently suitable for summer time use only and that each lot will be provided with one (1) one-half inch (1/2) lateral for culinary use. Each residence shall be restricted to two (2) bathrooms, each with hot and cold water, one (1) toilet and one (1) shower or bath, and to hot and cold water in the kitchen. Not more than two (2) outside water taps for fire protection, other use of outside water shall be as prescribed by By-Laws or Board of Directors regulation.

12. No property owner shall have the right to develop any water source upon his property or upon any property within the Oak Haven subdivision. The Oak Haven Mutual Water Users Association Inc. specifically reserves any right, title or interest in and to any water or rights of every kind and nature, appurtenant to Oak Haven subdivision.

13. No residence shall begin construction, or be placed upon any lot until the plans for said structure have been approved by a building committee made up of three (3) members of the Board of Directors, or such other three (3) property owners as the Board of Directors may from time to time designate. No residential structure shall be approved unless it completely complies with the restrictions and requirements as set forth herein.

14. These Protective Covenants apply to and include all lots (No's 1 thru 186) in the Oak Haven sub-division, situate in Wasatch County, Utah.

NO 138257 DATE 4-18-86 TIME 10:47 FEE 98.50  
REC FOR PAUL WISER BOOK 179 PAGE 798-799  
RECORDED BY BERNADINE HURLEY  
Wasatch County, Utah

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