

When recorded mail to:  
NILSON & CO., INC., a Utah Corporation  
5617 South 1475 East  
Ogden, UT 84403

Ent 123513 Bk 292 Pg 256  
Date: 05-JUL-2011 2:36:42PM  
Fee: \$84.00 Check  
Filed By: BDN  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: NILSON & COMPANY INC

**FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR ASPEN MEADOWS**

**A Planned Unit Development**

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the plat for Aspen Meadows aka Aspen Meadows PUD (the "Original Plat") was recorded February 21, 2008, as Entry No. 111102, at Page 182, in Book 260, Records of Morgan County, Utah; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions (the "Original Declaration") for Aspen Meadows at Mountain Green, a planned unit development, was thereafter recorded February 21, 2008, as Entry No. 111104, at Pages 239 through 277, in Book 260, Records of Morgan County, Utah; and

WHEREAS, it is necessary and desirable that the Original Declaration be amended to ensure consistency with the Amended Plat recorded on even date herewith as Entry No. \_\_\_\_\_ (the "Amended Plat"); and

WHEREAS, it is necessary and desirable that the Original Declaration be further amended to ensure consistency with the 2011 legislative revisions to the Utah Community Associations Act (Title 57, Chapter 8a, §§ 101, *et seq.*); and

WHEREAS, the undersigned is authorized by Article VII, Section 7.04 and 7.05 of the Original Declaration to file this First Amended Declaration,

NOW, THEREFORE, in consideration of the promises, agreements, and considerations herein contained, IT IS HEREBY AGREED that the Original Declaration shall be, and the same is, hereby amended as follows:

1. The name of the Project as that term is defined in the Original Declaration is Aspen Meadows, a Planned Unit Development, or Aspen Meadows PUD. The administration of this Project shall be through the Aspen Meadows at Mountain Green Owners Association, Inc., a Utah non-profit corporation, aka Aspen Meadows PUD Homeowners Association.

2. Collectively, the signatories to the Amended Plat are the record Owners of that certain real property in the County of Morgan, State of Utah, more particularly described in the Original Plat and the Original Declaration. The legal description set forth in the Amended Plat may appear different but the relative position of the subdivision with respect to measured points on the ground has not changed. Attached to this First Amended Declaration is the legal description as set forth in the Original Plat (Exhibit "A") and the Amended Plat (Exhibit "B").

The Amended Plat alters the footprint of Units 1 through 6 and 18 through 28 and thus increases the overall Common Area which was dedicated to the Aspen Meadows PUD Homeowners Association by the Original Plat and rededicated by the Amended Plat. Notwithstanding, all Residential Units within the Project, as that term is defined in Article I of the Original Declaration, are subject to and bound by the terms of the Original Declaration and this First Amended Declaration. The undersigned Declarant does hereby submit the Parcel, the Lots, the Common Area and the Residential Units, as those terms are defined in Article I of the Original Declaration, and all other improvements now existing or hereafter made in or upon the Parcel to the provisions of this First Amended Declaration and the Amended Plat. Each and all of the provisions of this First Amended Declaration shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, to the Owner signatories to the Amended Plat, and to their successors and assigns and to any person or entity acquiring or owning an interest in the real property and improvements comprising the Project as that term is defined in the Original Declaration and the heirs, devisees, personal representatives, successors and assigns of any such person or entity.

3. Section 8.09 of the Original Declaration shall be amended as follows:

8.09 *Financial Statements; Budget.* The Association shall cause financial statements for the Association to be prepared at least annually, or at more frequent intervals if required by a vote of the Owners, and cause copies thereof to be made available to all Owners. Such statements shall be prepared in accordance with normally-accepted accounting procedures and presented in such a manner as to fairly and accurately reflect the financial condition of the Association. The financial books of the Association shall be available for inspection by any Owner or his or her duly-authorized representative at any time during the normal business hours of the Association at such place as the books shall be normally maintained.

At least annually, the Association acting by and through its Board shall prepare and adopt a budget. The Board shall present the adopted budget to the Owners at a meeting of the Owners. A budget is disapproved if within forty-five (45) days after the date of the meeting (a) there is a vote of disapproval by at least fifty-one percent (51%) of the allocated voting interests of the Owners and (b) the vote is taken at a special meeting called for that purpose by Owners under the Original Declaration, Articles or Bylaws. If a budget is disapproved, the budget that the Board last adopted that was not disapproved by the Owners continues as the budget until and unless the Board presents another budget to Owners and that budget is not disapproved. During the period of administrative control by the Declarant, the Owners may not disapprove a budget.

4. Section 17.05 of the Original Declaration shall be amended as follows:

17.05 *Amendment.* Except as otherwise provided herein, the Original Declaration and First Amended Declaration may be amended if Owners holding at least sixty-seven percent (67%) of the total votes of the Association consent and agree to such amendment by instruments duly recorded in the office of the County Recorder for Morgan County, State of Utah.

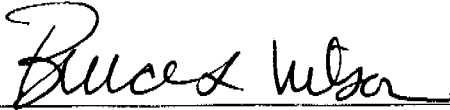
5. This First Amended Declaration incorporates herein by reference the terms and conditions of the Original Declaration and all terms thereof shall be binding upon the Parcel, the Lots, the Common Area, the Residential Units and Owners as those terms are defined in Article I of the Original Declaration.

6. This First Amended Declaration and every provision hereof shall take effect upon recording.

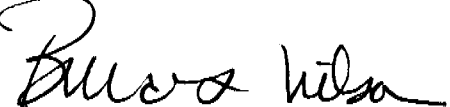
IN WITNESS WHEREOF, the undersigned has executed this First Amended Declaration the 22 day of JUNE, 2011.

**DECLARANT:**

**NILSON & CO., INC., a Utah Corporation,  
dba Nilson Homes**

By:   
Bruce L. Nilson, President

**ASPEN MEADOWS AT MOUNTAIN GREEN  
OWNERS ASSOCIATION, INC., a Utah non-profit  
Corporation, aka ASPEN MEADOWS PUD  
HOMEOWNERS ASSOCIATION**

By:   
Chair of the Board of Directors

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF WEBER        )

On this 22<sup>nd</sup> day of June, 2011, personally appeared before me Bruce L. Nilson, known to me to be the President of Nilson & Co., Inc., a Utah Corporation, and individually as Chair of the Board of Directors of the Aspen Meadows at Mountain Green Owners Association, Inc., aka Aspen Meadows PUD Homeowners Association, and known to me to be the person who executed the within instrument on behalf of said entities.

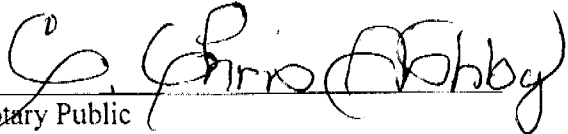
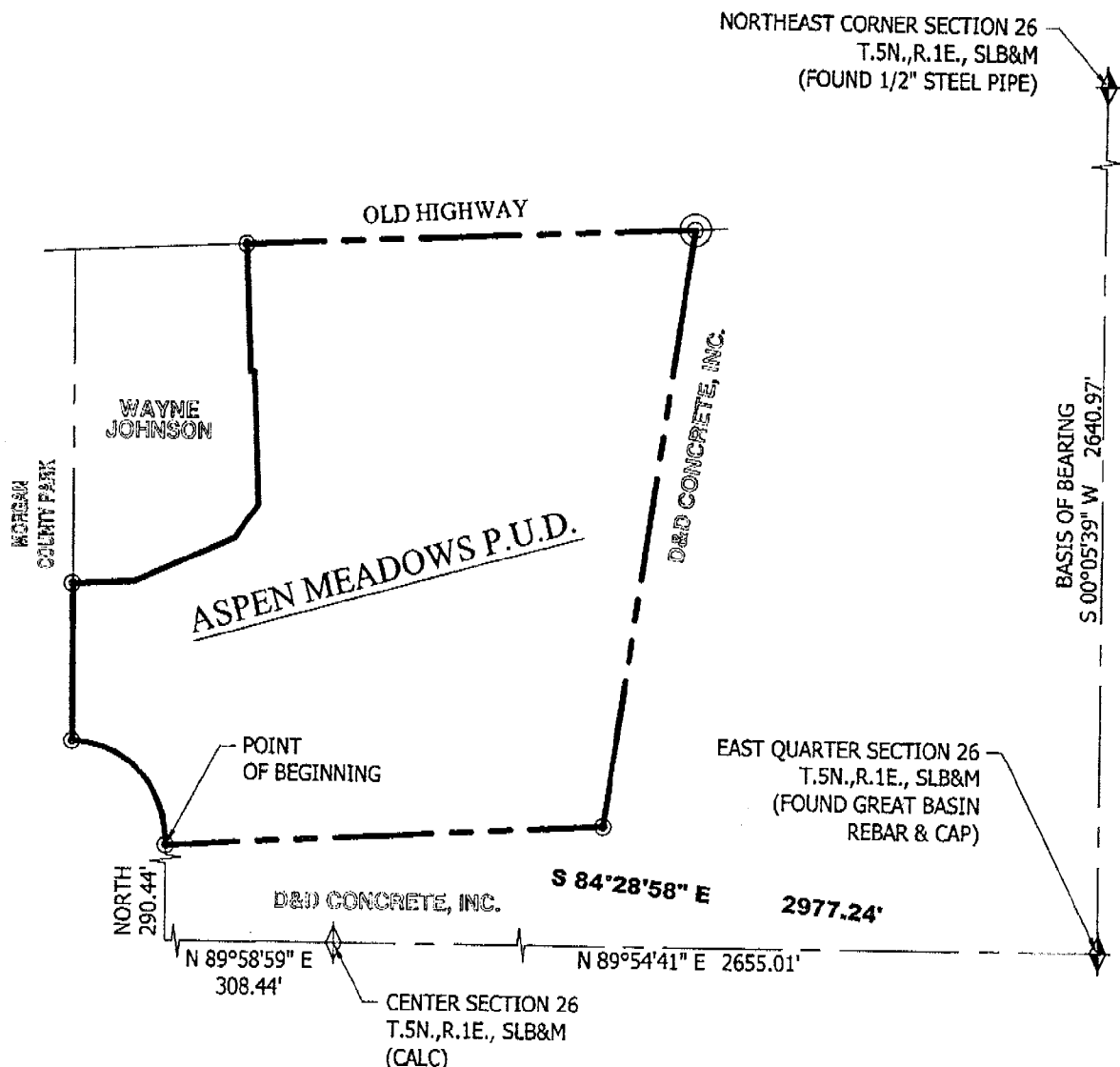
  
Notary Public



EXHIBIT A



BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS LOCATED SOUTH 89°58'59 WEST 308.44 FEET AND NORTH 290.44 FEET FROM THE CENTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS SOUTH 00°05'39" WEST 2646.97 FEET FROM THE NORTHEAST CORNER TO THE EAST QUARTER CORNER OF SAID SECTION,) AND RUNNING; THENCE NORTH 04°17'33" WEST 7.47 FEET TO A POINT OF CURVATURE TO A 60.50 FOOT RADIUS CURVE TO THE LEFT; THENCE 88.15 FEET ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°28'53", (CHORD BEARS NORTH 46°01'59" WEST 80.56 FEET,) TO A POINT OF TANGENCY; THENCE NORTH 87°46'26" WEST 1.92 FEET; THENCE NORTH 0°18'14" WEST 95.32 FEET; THENCE NORTH 87°20'32" EAST 39.07 FEET; THENCE NORTH 67°00'42" EAST 69.23 FEET; THENCE NORTH 35°31'49" EAST 25.85 FEET; THENCE NORTH 2°39'28" WEST 80.07 FEET; THENCE SOUTH 87°20'32" WEST 2.38 FEET; THENCE NORTH 2°39'28" WEST 77.56 FEET TO THE SOUTH LINE OF OLD HIGHWAY ROAD; THENCE ALONG SAID SOUTH LINE NORTH 87°07'55" EAST 286.50 FEET TO THE CENTERLINE OF DRY CREEK; THENCE ALONG SAID CENTERLINE SOUTH 8°27'15" WEST 369.26 FEET; THENCE SOUTH 86°54'7" WEST 279.40 FEET TO THE POINT OF BEGINNING.

CONTAINS 108,378 SQ. FT. - 2.49 ACRES

**EXHIBIT B**



**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT WHICH IS LOCATED NORTH 89°41'37" WEST ALONG QUARTER SECTION LINE 309.41 FEET AND NORTH 270.40 FEET FROM THE CENTER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN (BASIS OF BEARING IS SOUTH 00°05'39" WEST 2646.97 FEET FROM THE NORTHEAST CORNER OF SAID SECTION,) AND RUNNING; THENCE NORTH 04°17'33" WEST 7.47 FEET TO A POINT OF CURVATURE TO A 60.50 FOOT RADIUS CURVE TO THE LEFT; THENCE 88.15 FEET ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 83°28'53", (CHORD BEARS NORTH 46°01'59" WEST 80.56 FEET,) TO A POINT OF TANGENCY; THENCE NORTH 87°46'26" WEST 1.92 FEET; THENCE NORTH 0°18'14" WEST 95.32 FEET; THENCE NORTH 87°20'32" EAST 39.07 FEET; THENCE NORTH 67°00'42" EAST 69.23 FEET; THENCE NORTH 35°31'49" EAST 25.85 FEET; THENCE NORTH 2°39'28" WEST 80.07 FEET; THENCE SOUTH 87°20'32" WEST 2.38 FEET; THENCE NORTH 2°39'28" WEST 77.56 FEET TO THE SOUTH LINE OF OLD HIGHWAY ROAD; THENCE ALONG SAID SOUTH LINE NORTH 87°07'55" EAST 286.50 FEET TO THE CENTERLINE OF DRY CREEK; THENCE ALONG SAID CENTERLINE SOUTH 8°27'15" WEST 369.26 FEET; THENCE SOUTH 86°54'7" WEST 279.40 FEET TO THE POINT OF BEGINNING.

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