

ASPEN COVE AT SCOFIELD OWNERS ASSOCIATION



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, LIENS, AND EASEMENTS

As Amended
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TABLE OF CONTENTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS..... 5

ARTICLE I: DEFINITIONS 6-7

ARTICLE II: THE ASSOCIATION

 SECTION 2.1 Purpose 7

 SECTION 2.2 Association Action; Board of Directors and Officers 7

 SECTION 2.3 Powers and Duties of the Association..... 7

ARTICLE III: MEMBERSHIP 9

 SECTION 3.1 Membership..... 9

 SECTION 3.2 Classes of Membership 9

ARTICLE IV: VOTING RIGHTS 9

 SECTION 4.1 Class A Members 9

 SECTION 4.2 Class B Members 9

ARTICLE V: PROPERTY RIGHTS IN THE DEVELOPED OR UNDEVELOPED COMMON AREAS... 9

 SECTION 5.1 Title to Common Area..... 9

 SECTION 5.2 The Water System 9

 SECTION 5.3 Member’s Easements of Enjoyment 10

ARTICLE VI: COVENANT FOR MAINTENANCE AND/OR IMPROVEMENT ASSESSMENTS 10

 SECTION 6.1 Agreement to Pay 10

 SECTION 6.2 Management & Assessment Body 10

 SECTION 6.3 Purpose of Assessments 11

 SECTION 6.4 Basis and Maximum of Annual Assessments 11

 SECTION 6.5 Special Assessments for Capital Improvements 11

 SECTION 6.6 Quorum for any Action Authorized Under Sections 4 and 5..... 11

 SECTION 6.7 Date of Commencement of Annual Assessments for Lot Purchasers..... 11

 SECTION 6.8 Assessment Lien..... 11

 SECTION 6.9 Effect of Nonpayment of Assessments: Remedies of the Association 12

SECTION 6.10 Enforcement of a Lien..... 12

SECTION 6.11 Exempt Property..... 12

ARTICLE VII: BUILDING PADS RESTRICTED AND IDENTIFIED FOR SPECIFIED LOTS..... 12

ARTICLE VIII: ARCHITECTURAL CONTROL COMMITTEE 13

SECTION 8.1 Appointment Duties 13

SECTION 8.2 Review by the Committee..... 13

SECTION 8.3 Procedure..... 13

SECTION 8.4 Liability of Committee..... 14

SECTION 8.5 Appeal Rights if Committee Rejects 14

ARTICLE IX: EXTERIOR MAINTENANCE..... 14

SECTION 9.1 Lot Maintenance (Noxious Weeds, Non-Action, Assessment of Costs, Access)..... 14-15

ARTICLE X: SEPTIC TANK INSTALLATION AND MAINTENANCE 15

SECTION 10.1 Installation..... 15

SECTION 10.2 Maintenance 15

ARTICLE XI: USE RESTRICTIONS, COVENANTS AND EASEMENTS 15

SECTION 11.1 Land Use and Occupancy..... 15

SECTION 11.2 Subdivision..... 15

SECTION 11.3 Impact Fee 15-16

SECTION 11.4 Set-Back Requirements and Building Height 16

SECTION 11.5 Minimum Size of Dwelling..... 16

SECTION 11.6 Building Character and Construction..... 16

SECTION 11.7 Fences or Walls..... 17

SECTION 11.8 Landscaping 17

SECTION 11.9 Trash..... 17

SECTION 11.10 Storage of Building Materials 17

SECTION 11.11 Commercial Vehicles, Campers, Trailers, or Motor Homes..... 17-18

SECTION 11.12 Animal Control..... 18

SECTION 11.13 Signs 19

SECTION 11.14 Entrance/Exit..... 19

SECTION 11.15 Exterior Lighting..... 19

SECTION 11.16 Motor Vehicles, Boats, Recreational/Water & Off-Road Vehicles 19

SECTION 11.17 Easements and Right-of-ways..... 19-20

SECTION 11.18 Intended Seasonal Use of Property 20

SECTION 11.19 Snowmobiling, Cross-Country Skiing and Snow-Shoeing..... 20

SECTION 11.20 No Shooting or Hunting 20

SECTION 11.21 Conflict with Ordinances 20

SECTION 11.22 Right of Association to Borrow 20

SECTION 11.23 Commercial Use..... 20

SECTION 11.24 Insurance 21

SECTION 11.25 Offensive Conduct; Nuisances 21

SECTION 11.26 Fire Hazards, Open Fires, Outside Barbecuing and Fireworks..... 21

SECTION 11.27 Main Entry/State Park 21

SECTION 11.28 Camping in a Tent..... 21

SECTION 11.29 Archery and Bow-Shooting..... 21-22

SECTION 11.30 Roads and Water Usage 22

SECTION 11.31 Water Shares, Water System..... 22

SECTION 11.32 Developer and Future Phases 22-23

SECTION 11.33 Non-Amenability..... 23

ARTICLE XII: VIOLATIONS..... 23

SECTION 12.1 Introduction 23

SECTION 12.2 Investigation/Notice of Violation/ Legal Action/Denied Privileges 23-24

SECTION 12.3 Schedules of Fines..... 24

SECTION 12.4 Collection of Fines 24

SECTION 12.5 Request for Hearing/Opportunity to be Heard 24

SECTION 12.6 Hearing Procedure..... 25

ARTICLE XIII: GENERAL PROVISIONS..... 25

SECTION 13.1 Duration..... 25

SECTION 13.2 Amendments 25

SECTION 13.3 Enforcement 25

SECTION 13.4 Conflict of Association Documents 26

SECTION 13.5 Severability 26

SECTION 13.6 Notices..... 26

ARTICLE XIV: ANNEXATION..... 26

SECTION 14.1 Expandable..... 26

SECTION 14.2 Governing Phases..... 26

ARTICLE XV: ADOPTION OF THE AMENDED DECLARATION 27

EXHIBITS: PLATS AND ELEVATIONS 28-35

**ASPEN COVE AT SCOFIELD OWNERS ASSOCIATION
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
ASSESSMENTS, LIENS AND EASEMENTS**

**AS AMENDED
July 28, 2016**

WHEREAS, this Amended Declaration of Covenants, Conditions, Restrictions, Assessments, Liens, and Easements hereto referred to as the "Declaration" is made this thirtieth day of July, A. D., 2016 by Aspen Cove at Scofield Owners Association, Inc., a Utah Corporation. This amended Declaration supersedes and replaces any previous versions of covenants, conditions, and restrictions whether separate or combined.

WHEREAS, Aspen Cove at Scofield Owners Association (also referred to as "Association") is the Owner of certain real property in the County of Carbon, State of Utah, Phases 1-6, Eagle View Estates (Plat A), Aspen Estates (Plat B), Mountain Ridge Estates (Plat C), Wildflower Estates (Plat D), Mountain View Estates (Plat E), Lake Ridge Estates (Plat F), according to the recorded Plats thereof, see Exhibit "A", which is herein described as Plats "A-F". Plat "A" is a 46-lot first phase (Lots 1, 3-9, 11-41, 43-44, 46-50), Plat "B" is a 19-lot second phase (Lots 53-71), Plat "C" is a 19-lot third phase (Lots 76-94), Plat "D" is a 10-lot fourth phase (Lots 95-104), Plat "E" is a 15-lot fifth phase (Lots 105-119), Plat "F" is a 21-lot sixth phase (Lots 120 - 140) of a multi-phase Mountain Home Recreational Subdivision which has been zoned and approved for a total of 158 lots comprising approximately 632 acres. Future phases shall be designated as Plats G, H, etc.

WHEREAS, American Recreation & Sports, Inc. (hereinafter referred to as "Developer") wishes to become one of the premiere mountain home subdivisions in the State of Utah and desires to protect and enhance the value, desirability and attractiveness of Aspen Cove at Scofield for all parties having or acquiring any right, title or interest in said Aspen Cove at Scofield to this end, will convey the real property described in all above described recorded Plats with Carbon County Recorder's Office, subject to this Declaration, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and which have been crafted to help assure the development and long-term maintenance of a unique, prestigious mountain home recreational property.

WHEREAS, Aspen Cove at Scofield, in order to insure that the purposes of this Declaration are carried out, has caused the creation of "Aspen Cove at Scofield Owners Association" with the power of administering and enforcing this Declaration and determining amounts of money required for enabling the Association to carry out its duties; as well as collecting and administering such assessments from Lot Owners.

Excepting those rights as specifically retained by Developer under Article XI, all roads, recreational trails, right of ways, utility easements, undeveloped common areas, developed common area and facilities, and the culinary water system shall be the property of the Association with the exception of those easements which may be owned by utility companies or otherwise identified. The Association shall retain all rights and title to the interior vehicular roads and shall have the authority and responsibility of maintaining and/or improving such; also the Association shall be charged with maintaining, improving and managing the culinary water system. The Association is empowered to assess Aspen Cove at Scofield lot Owners for such maintenance and/or improvement of the properties and systems herein described.

NOW THEREFORE, Aspen Cove at Scofield, declares that the real property in said Aspen Cove at Scofield Plats "A-F" is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, and easements, sometimes referred to collectively as "covenants and restrictions" contained in this entire document, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These covenants and restrictions shall run with said real property and shall be binding on all persons having or acquiring any right, title or interest in said property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

The following terms when used in this Declaration and/or any Supplement or Amendment thereto shall have the following meanings unless prohibited by the context:

"Abandoned or Inoperable Vehicle" shall be defined as any automobile, truck, motorcycle, boat, trailer, camper, house trailer, self-contained motorized recreational vehicle, or other similar vehicle, which has not been driven under its own propulsion for a period of thirty (30) days or longer, or which does not have an operable propulsion system installed therein.

"Architectural Control Committee" shall mean the committee of three or more persons appointed by the Board of Directors of the Aspen Cove at Scofield Owners Association, Inc., to review and approve the plans for all improvements to be constructed on the Properties.

"Association" shall mean and refer to Aspen Cove at Scofield Owners Association.

"Board of Directors" shall mean those persons appointed by vote of the Members (Owners) or appointed according to the existing bylaws to run the affairs of the "Association".

"Building Pad" shall mean the specified area of certain lots hereinafter specifically identified upon which any primary residential structure, garage, storage or other major structures must be built.

"Common Area", "Developed Common Area", "Developed Common Facilities", or "Open Space" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association, within the fenced or unfenced boundaries of those areas so-designated on Plats "A-F" as recorded for Aspen Cove at Scofield.

"Declarant" or "Declarer" shall mean and refer to Aspen Cove at Scofield Owners Association, Inc.

"Developer" shall mean and refer to American Recreation & Sports, Inc., DBA Aspen Cove at Scofield or successor.

"Declaration" shall mean this document, the "Declaration of Covenants, Conditions, Restrictions, Assessments, Liens, and Easements" of Aspen Cove at Scofield, Plats "A-F".

"Excavation" shall mean any earth, sand, gravel, rock or other similar material which is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed by man and the conditions resulting therefrom.

"Hunting" shall mean any living breathing mammal, fowl, reptile, etc., excluding rodents. Hunting is defined by the wounding or killing of such described creature.

"Impact Fee" shall mean a non-reimbursement road impact fee that shall be paid upon construction approval from the Architectural Committee. The fee shall apply to construction of the main dwelling built on a lot. If a second structure is built greater than 1,000 square feet once the building period has passed, a second fee may apply.

"Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the Common Area as heretofore defined.

"Member" shall mean and refer to every person or entity that holds membership in the Association.

"Natural Grade" shall mean the vertical location of the ground surface prior to any excavation or fill.

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities.

"Plat" shall mean and refer to the recorded map or maps prepared by or for Developer showing the surface of the Property and the division thereof into Lots and Common Area, as amended and/or supplemented from time-to-time. The Property will be developed in multiple phases. Upon the election of Developer, subsequent Phases may be added to this Declaration by amendment to this Declaration in accordance with Article XI Section 11.31 and Article XIV of this Declaration.

"Properties" shall mean and refer to the real property shown in the recorded plats of Aspen Cove at Scofield Plats "A-F", which is attached hereto as Exhibit "A" and the development to be completed thereon, including any additions or annexations thereto as permitted pursuant to this Declaration.

"Shooting" shall mean any firearm including pellet guns. BB guns shall be permitted only on the Owner's property.

"Transient/Tourist Home" shall mean temporary lodging less than thirty-(30) consecutive days. Pursuant to Section 59-12-103 of the UTAH CODE ANN., as amended, this is considered a commercial business.

"Written Notice" shall mean a fair and reasonable manner including delivery by mail carrier service, electronically or facsimile.

ARTICLE II - THE ASSOCIATION

SECTION 2.1 Purpose. The purpose of the Association is to manage, maintain and preserve the Developed Common Area and Facilities and Undeveloped Common Areas and to perform such other duties as specifically set forth in this Declaration, the Articles of Incorporation, herein referred to as "The Articles", and Bylaws of the Aspen Cove at Scofield Owners Association, Inc.

SECTION 2.2 Association Action; Board of Directors and Officers. Except as to matters requiring the approval of Members as set forth in this Declaration, the Articles, or the Bylaws, the Affairs of the Association shall be conducted by the Board of Directors and such Officers as the Board of Directors may elect or appoint. Such election or appointment shall be in accordance with this Declaration or the Bylaws and any amendments thereto.

SECTION 2.3 Powers and Duties of the Association. The Association is a nonprofit corporation organized under the Nonprofit Corporation Act of Utah subject only to such limitations on the exercise of such powers as are set forth in the Articles, the Bylaws and this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles and the Bylaws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation the following:

- (a) **Assessments.** The Association shall have the power to establish, fix and levy assessments against the Owners of Lots and to enforce payment of such assessments in accordance with the provisions of this Declaration.
- (b) **Right of Enforcement.** The Association in its own name and on its own behalf, or on behalf of any Owner who consents, can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provisions of this Declaration or of the Articles or Bylaws, or of the Association rules or any resolutions of the Board of Directors, and to enforce by mandatory injunction, or otherwise, all of those provisions.
- (c) **Delegation of Powers.** The Association, acting by and through the Board of Directors, can delegate its powers, duties and responsibilities to committees or employees.

- (d) **Association Rules.** The Association shall have the power to adopt, amend and repeal its rules as it deems reasonable. The Association rules shall govern the use of the Developed Common Facilities or Undeveloped Common Areas. However, the Association rules shall not be inconsistent with or materially alter any other provisions of this Declaration, the Articles or the Bylaws. A copy of the Association rules as adopted, amended, or repealed, shall be mailed or otherwise delivered to each Owner. All rules prior to the date on this document are repealed and superseded.
- (e) **Actions.** The Association may prosecute or defend, in the name of the Association, any action affecting or relating to the Developed Common Area and Facilities or Undeveloped Common Areas, or property owned by the Association, and any action in which all or substantially all Owners have an interest.
- (f) **Duties of the Association.** In addition to the powers delegated to it by its Articles or the Bylaws, and without limiting their generality, the Association acting by and through the Board of Directors, or persons or entities described heretofore, has the obligation to conduct all business Affairs of common interest to all Owners and to perform each of the following duties:
1. Operation and maintenance of common areas and common developed area and facilities.
 2. Operation, maintenance and improvement of culinary water system.
Note: This culinary water system may be expanded upon Developed Common Area as designated on Plats "A-F" to better serve the existing Plat "A-F" Owners, or to serve future phases planned for the entire development of Aspen Cove at Scofield which will be designated as Plats "G", "H", etc. Expansion for future phases will be at the expense of the Developer.
 3. Maintain Liability as well as any other insurance needed.
 4. Enforce restrictions and rules.
 5. Maintain an adequate reserve fund for maintenance, repairs and replacement, and such reserve shall be funded by annual, quarterly or monthly assessments to Owners.
- (g) **Limitations on Authority of Board of Directors.** Except with the vote or written assent of (1) holders of a majority of the voting power of the Association and (2) of holders of a majority of the voting power of the Association, the Board of Directors shall not take any of the following actions:
1. Incur expenditures for capital improvements of Common Areas.
 2. Pay compensation to members of the Board of Directors or to officers of the Association for services performed in the conduct of the Association's business. However, the Board of Directors may cause a Member or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.
- (h) **Size of Board of Directors.** The Board of Directors shall consist of five (5) to seven (7) members and up to 2 alternates.
- (i) **Future Role of Board of Directors.** As Phases 7, etc. of Aspen Cove at Scofield may be built and recorded as Plats "G", "H", etc., similar or identical CC&Rs shall be added by an Amendment page and will be filed and recorded to govern those additional lots per Article XI Section 11.31 and Article XIV of this Declaration.

The Board of Directors of the Association will be automatically reconstituted at the recordation of those future plats so that the one Association herein described will assume overall management for the expanded subdivision.

ARTICLE III - MEMBERSHIP

SECTION 3.1 Membership. Every person or entity who is an Owner as herein above defined of any lot shall be a member of the Association and each member is subject to the rules and regulations and assessments the Association is empowered to make or enforce. When more than one person is a record Owner of a Lot, all such persons shall be members, and jointly and severally liable for all debts and assessments incurred by the Association.

However, no lot shall have more than one vote per lot in the affairs of the Association, even though there may be one or more persons or entities holding Ownership in a lot, Membership shall be appurtenant to and may not be separate from Ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

SECTION 3.2 Classes of Membership. The Association shall have two classes of membership:

CLASS A: All the Owners as defined in Section 1 of this Article with the exception of the Developer

CLASS B: The Developer

ARTICLE IV - VOTING RIGHTS

SECTION 4.1 Class A Members. Those "Class A" members holding any interest in any one Lot shall collectively be entitled to one vote for said Lot. The vote for each Lot shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

SECTION 4.2 Class B Member. The "Class B" member shall be entitled to three votes for each Lot in which the Developer holds interest in, provided that the Class B membership shall cease and become converted to Class A membership on the happening of "both" of the following events:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership and
- (b) March 7, 2017.

ARTICLE V - PROPERTY RIGHTS IN THE DEVELOPED OR UNDEVELOPED COMMON AREAS

SECTION 5.1 Title to Common Area. The Developer agrees to convey title to the Common Developed Areas and Facilities or Undeveloped Common Areas to the Association free and clear of all liens and encumbrances when the Development is completed.

SECTION 5.2 The Water System. The water system for Aspen Cove at Scofield Subdivision Plats "A-F" (and for future plats, as may later be recorded) will deliver water to each lot line boundary, and shall be primarily for domestic use. Each lot shall be allocated no more than one-quarter acre-foot of water per year. However, in the event there is a water shortage or drought, each Owner shall be obligated to conserve water, to eliminate waste of water so as not to be a detriment to other Owners in the Aspen Cove at Scofield Subdivision. Should a Lot Owner wish additional water for irrigation or other purposes, such water may be available provided such Owner or Owners are able to purchase one or more additional shares of Scofield Water Shares of the Price River Water User's Association and deed that share irrevocably to the Aspen Cove at Scofield Owners Association; and further provided that the availability and water system capability is such that the additional water can be provided, and that the transfer of water rights embedded in that water share is approved for transfer to the Aspen Cove at Scofield well or wells by the Utah State Division of Water Rights and the Price River Water User's Association. The Owners Association may at any time require a Lot Owner to install a water meter at the Lot Owner's expense to monitor the delivery and use of water at such given lot if such is deemed prudent by the Association.

SECTION 5.3 Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Developed Common Areas and Facilities or Undeveloped Common Areas and such easement shall be appurtenant to and shall pass with the title to every lot, subject to the following rights of the Association:

- (a) The right of the Association in this Declaration to suspend the voting rights and right to the use of the Developed Common Area and Facilities or Undeveloped Common Area and any recreational facilities thereon of a member or members of his family for any period not to exceed thirty (30) days for any infraction of its published rules and regulations; and
- (b) The right of the Association to limit the number of guests of the members using the Developed Common Area and Facilities or Undeveloped Common Area; and
- (c) The right of the Association to dedicate or transfer all or any part of the Developed Common Area and Facilities or Undeveloped Common Area or appurtenance hereunto for such purpose and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast sixty percent (60%) of the votes of each class of membership agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days and not more than sixty (60) days prior to such dedication or transfer.
- (d) Any Member may, in accordance with this Declaration share his right of enjoyment to the Common Area with the members of his family or friends (with certain limitations on numbers as may be reasonably established by the Owners Association) or delegate it to his tenants or contract purchasers provided they all reside on the property.
- (e) The Common Area is on a first-come, first-serve basis. A portable restroom facility shall be located on the premises from Memorial Day to Labor Day weekend. Failure to clean up the area after group use shall result in fines.

Common Area Rules:

- 1) Hours: 8:00 a.m. to 10:00 p.m.
- 2) No black-soled or other shoes that leave marks on the courts.
- 3) No littering. Members and guest need to haul out their own trash.

ARTICLE VI - COVENANT FOR MAINTENANCE AND/OR IMPROVEMENT ASSESSMENTS

SECTION 6.1 Agreement to Pay. Developer, for each lot owned by it, covenants and agrees - to pay to the Association the regular assessments and special assessments to be established, made and collected as provided in this Declaration after each lot is sold or if it builds a house with a certificate of occupancy on said lot(s).

Each purchaser of a lot by that person's acceptance of a deed, covenants and agrees for each lot so owned to pay to the Association regular assessments and special assessments to be established, made and collected as provided in this Declaration. Each assessment together with any interest, collection costs and reasonable attorneys' fees shall be the personal obligation of the person or entity who was an Owner at the time such assessment, or installment, became due and payable. If more than one person or entity was the Owner of a lot at the time the assessment or installment accrued, the personal obligation to pay such assessment, or installment, respecting such lot shall be the joint and several obligation of all Owners.

SECTION 6.2 Management & Assessment Body. The Board of Directors of the Aspen Cove Owners Association shall be empowered to make regular and special assessments on Owners.

SECTION 6.3 Purpose of Assessments. The assessments levied by the Association upon the Lots shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties and in particular for the improvements, services and facilities devoted to this purpose and related to the use and enjoyment of the Developed Common Areas and Facilities or Undeveloped Common Areas. The Owners Association Board of Directors will be responsible for managing, maintaining, repairing, replacing, and where approved by the Members, improving or making additions to the following areas: 1) the developed and undeveloped common areas; 2) the jogging, bicycle, cross-country skiing, snow-shoeing, equestrian trails, paths or roads; 3) all interior subdivision roads, 4) all water system facilities, 5) the payment of taxes and insurance thereon, and 6) to cover other costs or obligations as are deemed necessary by the Board. Additionally, the Assessment shall include the cost of purchasing an annual pass for each lot Owner for the Utah State Park at Scofield, which will allow residents to enjoy privileges associated with the Madsen Bay State Park as well as provide unrestricted access to the Park and to Aspen Cove at Scofield.

SECTION 6.4 Basis and Maximum of Annual Assessments. Each Lot shall, as hereinafter provided, be subject to an annual assessment of not more than \$1,000.00, in addition to the cost of the Utah State Park Pass at the then prevailing rate (at this printing \$75). The Current annual assessment as of 2016 is \$405.00 per lot. The annual assessment may be increased or decreased by the assent of sixty percent (60%) of the votes of each class of Members who are voting in person or by proxy, at a meeting of the Members. Written notice of the meeting which setting forth the facts of the change in the assessment limit shall be considered and shall be sent to all members not less than thirty (30) days and not more than sixty (60) days prior to the meeting.

SECTION 6.5 Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any fiscal year, a special assessment applicable to that year or years, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Developed and/or Undeveloped Common Areas, including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of sixty percent (60%) of the votes of each class of members, who are voting in person or by proxy at the meeting of the members, written notice of which setting forth the fact that the imposition of the special assessment shall be discussed, shall be sent to all members not less than thirty (30) days and not more than sixty (60) days prior to the meeting.

SECTION 6.6 Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, the presence at the meeting of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not coming forth at any meeting, another meeting may be called, provided there has been 10 days prior written notice to all members and there shall be no required quorum in order to conduct business at the subsequent meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

SECTION 6.7 Date of Commencement of Annual Assessments for Lot Purchasers. Due Dates: The first annual assessment provided for herein shall commence on the day of closing for purchase of a lot. The first annual assessment will be prorated based on 12 months of the calendar year from the 1st day of January to the 31st day of December. For the Second and each succeeding year thereafter, the annual assessment will be due and payable on January 1st 30th. The Association, shall, upon demand at any time, furnish to any person with respect to a particular lot, a certificate in writing signed by an officer of the Association setting forth the amount of the annual and special assessments on said lot and whether said assessments are current.

SECTION 6.8 Assessment Lien. The right to collect and enforce assessments is vested in the Board of Directors acting by and on behalf of the Association. Assessments levied upon lots shall be a perpetual lien upon said Lots until such assessments and any interest, penalties and charges which may accrue thereon shall have been paid or the conditions occur as hereinafter provided; but such liens shall be subordinate to the lien of any trust deed or mortgages. Sale or transfer of any Lot shall not affect the Assessment Lien. Suit to recover a money judgment for unpaid assessments together with all other obligations described herein shall be maintainable without foreclosing or waiving the lien rights.

SECTION 6.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 percent per annum, and all costs that are incurred by the Board of Directors or its authorized representatives in the collection of the amounts, including reasonable attorney's fees, shall be a lien against such property upon the recordation in the Office of the County Recorder of Carbon County of a notice of lien executed by an authorized representative of the Association pursuant to Utah Code Annotated. No Owner may waive or otherwise escape liability for the Assessments, provided for herein by non-use of the Developed and Undeveloped Common Area's or abandonment of the lot. Any lot Owner who fails to pay any assessment or fine, when due, may have their rights and privileges of use of Aspen Cove common areas and any and all other amenities withheld. The Board of Directors will withhold the Utah State Park Pass until payment is received in full. Water delivery may be turned off to lots where there is an unpaid balance of Assessment fees and/or fines that are delinquent for over 30-days. Such termination of water delivery shall be reinstated following payment of the unpaid balance of the member's account.

SECTION 6.10 Enforcement of a Lien: Pursuant to Section 57-8a-302 of the UTAH CODE ANN., as amended, the Association may cause a lot to be sold through non-judicial or judicial foreclosure as though the lien were a deed of trust.

SECTION 6.11 Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties to the extent of any easement or other interest therein dedicated and accepted by a local public authority and devoted to a public authority and devoted to a public use.
- (b) The Developed or Undeveloped Common Area's.
- (c) The Weight family property and all successors, which property is approximately 2.25 Acres just east of Lot 1.

ARTICLE VII - BUILDING PADS RESTRICTED AND IDENTIFIED FOR SPECIFIED LOTS

WHEREAS Developer wishes to (1) preserve to the fullest extent possible views of existing lots in previous phases; and (2) to provide the best possible lake and other vistas for certain new lake-view lots in Phase VI. Therefore, the following lots have specifically identified areas within each lot where the main residential structure, garage, storage or other such major structure may be built. These specified building areas are hereinafter identified as the "building pad" for nine lots, Lots 131 through and including Lot 139. The Architectural Control Committee which is identified and discussed in the following Article VIII, is specifically empowered and required to enforce adherence to the "building pads" as hereinafter identified for Lots 131-139:

Lot 131 - The Building Pad shall encompass the North fifty percent (50%) of the lot as defined by the lot's West Boundary.

Lots 132, 133, 134, and 135 - The Building Pad for each of the aforesaid lots shall encompass the South sixty percent (60%) of each lot as measured and defined by each lot's East Boundary.

Lot 136 - The Building Pad shall encompass the West fifty percent (50%) of the lot as measured and defined by lot's South Boundary.

Lot 137 - The Building Pad shall encompass the East fifty percent (50%) of the lot as measured and defined by the lot's South Boundary.

Lot 138 - The Building Pad for this lot shall encompass the West fifty percent (50%) of the lot as measured and defined by the lot's South Boundary.

Lot 139 - The Building Pad shall encompass the West fifty percent (50%) of the lot as measured and defined by the lot's North Boundary.

Additionally, all buildings constructed on Lots 131 through 139 of Phase VI shall abide by the setback requirements as set forth in this document. Fences meeting requirements as specified in the Declaration, as well as swimming pools and children's play facilities may be built on areas within the above-noted lots "outside" of the designated building pads as they may be approved by the Architectural Control Committee. Garages, attached or detached, and any structural storage facility must also have the approval of the Architectural Control Committee and must be built "within" the designated building pads for Lots 131 through 139.

ARTICLE VIII - ARCHITECTURAL CONTROL COMMITTEE

SECTION 8.1: Appointment Duties. The Board of Directors of the Owners' Association shall appoint three persons and one alternate who need not be Members of the Association to serve as the Architectural Control Committee to serve at the pleasure of the Board. No member can vote when that person's own plans are under consideration. It shall be the duty of the Architectural Control Committee and it shall have the power by the exercise of its best judgment to see that all structures, improvements, construction, decorating, and landscaping on the Properties conform to and harmonize with the existing surroundings and structures. For convenience, the Architectural Control Committee shall hereinafter sometimes be referred to in this Article as the "Committee". Term of a Committee Member shall be two years.

SECTION 8.2: Review by the Committee. All improvements upon Lots must have prior approval of the Committee. No structure, whether residence, accessory building, unattached garage, tennis court, swimming pool, antennae, flag poles, fences, walls, exterior lighting, or other improvements, shall be constructed or maintained upon any Lot and no alteration or repainting to the exterior of a structure shall be made unless complete plans, specifications, and lot plans thereof, showing the exterior design, height, building materials and color scheme thereof, the location of the structure plotted horizontally and vertically, the location and size of driveways, the general plan of landscaping, fencing, walls and windbreaks, and the grading plans shall have been submitted to and approved in writing by the Committee and a copy of such plans, specifications and lot plans as finally approved, and deposited with the Committee. Application to the County of Carbon, for a Building Permit shall NOT be made prior to the approval of plans by the Committee. The Committee is empowered and required to enforce the provisions in Article VII relating to Building Pads for Lots 131 through 139 of Phase VI.

SECTION 8.3: Procedure. The Architectural Control Committee shall approve or disapprove all plans and requests within twenty-one (21) calendar days, after requests have been submitted. If the Committee does not act within twenty-one (21) calendar days after submission, approval will not be required, and this Article will be deemed to have been fully complied. A majority vote of the members of the Committee is required for approval or disapproval of proposed improvements.

The Architectural Control Committee shall maintain written records of all applications submitted to it and of all action taken. In approving or disapproving the plans submitted to it, the Architectural Control Committee shall take into consideration the design, style, and construction of the proposed building or alteration, its location on the lot, the harmony of its design, architecture and location with the terrain and surrounding neighborhood and shall determine whether such proposed building is consistent with the architecture of other buildings located upon the Properties subject to this Declaration and whether or not the construction or alteration of said building will adversely affect or decrease the value of other Lots because of its design, location, height, or type of material used in construction. The Committee may make reasonable requirements of the Lot Owner, including the submission of additional plans to insure conformance of such buildings when erected with these restrictions and covenants and the plans submitted and approved. The Committee may require such changes as may be necessary

to conform to the general purposes as herein expressed.

The HOA Board of Directors shall have authority to grant variances from the provisions of this Declaration in cases of irregularly shaped lots, unusual terrain, or other conditions wherein the strict enforcement of these restrictions would result in unusual hardship. The HOA Board of Directors shall be the sole and exclusive judge of whether or not such hardship exists. Whenever the Committee disapproves of any proposed plans or specifications, it shall state in writing its reason for such disapproval, in general terms, so that the objections can be met by alteration acceptable to the Committee. All plans submitted to the Committee shall be left on file with the Committee.

It is the intent of these Declarations that the HOA Board of Directors shall exercise broad discretionary powers hereunder and its decisions shall be final and conclusive except for any arbitrary abuse of its discretion or an act in excess of its authority. The HOA Board of Directors shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

SECTION 8.4. Liability of Committee. The Architectural Control Committee nor HOA Board of Directors shall not be liable in damages to any person submitting a request for approval or to any Lot Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove with regard to such requests.

SECTION 8.5. Appeal Rights if Committee Rejects. If the Committee rejects or disapproves an Application, the Owner/Applicant may apply for an appeal to the Board of Directors, in writing, which appeal will be subject to and handled pursuant to the hearing provisions set forth below applicable to requesting a hearing regarding Fines.

ARTICLE IX - EXTERIOR MAINTENANCE

SECTION 9:1 The Owner of each Lot shall maintain the structures built on any building lot and any landscaping thereof in a neat and attractive manner.

- (a) **Noxious Weeds.** Each lot Owner is responsible for the control, prevention, and removal of any State identified noxious weeds on their property. If the Owner or person in possession of the property fails to take action to control or prevent the spread of noxious weeds, following notification of the violation by the Board, within the time limit (not less than 30 days, then notice shall be given to the Carbon County Weed Control Board and fines shall be imposed on the lot Owner from the Board of Directors according to the fine schedule within this Declaration.

Pursuant to Title 4, Chapter 17 *et seq.*, of the UTAH CODE ANN., as amended, the County may enter the property, without the consent of the Owner or the person in possession, and perform any work necessary, consistent with sound weed prevention and control practices, to control the weeds. Any expense incurred by the County in controlling the noxious weeds is paid by the property Owner of record or the person in possession of the property, as the case may be.

- (b) **Non Action.** Upon the Owner's failure to maintain the exterior of any lot and/or structure in good repair and appearance, the Board of Directors may, at its option, after giving the Owner four (4) month's written notice, make repairs to and improve the appearance of such structure in a reasonable and workmanlike manner.
- (c) **Assessment of Cost.** The cost of such maintenance referred the reference above, shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the maintenance assessment or charge to which such Lot is subject under this Declaration. If so directed by the Board of Directors of the Owners Association, such maintenance cost under this Article may require a lump sum payment by lot Owner within 30 days.
- (d) **Access at Reasonable Hours.** For the purpose solely of performing the maintenance referred to this Article, the Association shall, through its duly authorized agents or employees, have the right, after ten

(10) days' notice to the Owner, to enter upon any Lot or exterior of any structure situated thereon at reasonable hours of any day except Sunday.

ARTICLE X - SEPTIC TANK INSTALLATION AND MAINTENANCE

SECTION 10.1 Installation. Each lot in Aspen Cove at Scofield Plats "A-F" will be served by an individual waste disposal system, commonly known as an Individual Septic Tank System. Each Owner must follow the guidelines and requirements established by the Utah State Department of Health; follow the procedures in the location and design of their septic system as required by the Utah State Department of Health; and also submit such plans and required percolation test results to the Southeast Region of the Utah State Department of Health, and receive approval therefrom. Additionally, if The Scofield Reservoir Special Service District should additionally require their review and/or approval of the proposed septic tank installation, lot Owners will submit whatever plans, percolation test results, etc. to the District. Furthermore, each individual septic system must have a ground-level access port to enable inspection and service.

SECTION 10.2 Maintenance. Lot Owners must make annual or other more frequent inspections of their Septic Tank Disposal System to make sure that it is in good working order at all times. Any problems with the System must be corrected immediately. Failure to do so may result in fines from the Utah State Department of Health.

In addition to the Owner's personal inspection, the Scofield Reservoir Special Service District may institute a formal inspection process to assure that all individual waste disposal systems are operating properly. For example, if the District so elects, routine inspection may take place every three to five years, although the time elapsed between inspections is at the discretion of the District. If such a formal inspection process is instituted by the District, Owners must provide reasonable access to the District's Inspector; and if any deficiencies or problems are found, the Owner must take immediate corrective action. Further, each individual lot Owner with a Septic Tank System will be subject to any reasonable fee assessed by the Scofield Reservoir Special Services District for performing such inspections.

ARTICLE XI - USE RESTRICTIONS, COVENANTS AND EASEMENTS

The following restrictions, covenants and easements are imposed uniformly upon the Properties and the use thereof as a common scheme for the benefit of each Lot and the Common Area may be enforced, by the Association.

SECTION 11.1 Land Use and Occupancy. All Lots shall be used for residential purposes only. Nothing in this Declaration shall prevent an Owner from leasing or renting. No Owner may lease less than an entire home. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the Bylaws, and the Association Rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. With the exception of a Mortgagee in possession of a home following a default under a first Mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall rent, lease or let his home for transient/tourist home or hotel purposes. Any lease rental which is either for a period of less than thirty (30) consecutive days or pursuant to which the Lessor provides any services primarily associated with a hotel or is a "time share" disposition shall be deemed to be for transient/tourist home or hotel purposes.

SECTION 11.2 Subdivision. No lot shall be re-subdivided and only one structure per lot may be used as living space.

SECTION 11.3 Impact Fee. Each lot Owner is responsible for submitting their building plans to the Architectural Control Committee before construction takes place and before a building permit may be obtained. Upon approval from the Architectural Committee and a building permit has been issued, the \$1,000.00 Impact fee shall be collected. The purpose of this fee is to help counter the wear and/or damage caused from heavy equipment use on the public roadways in Aspen Cove at Scofield. If a second structure is built, greater than 1,000

square feet, once the building period has passed, a second fee may apply.

SECTION 11.4 Set-Back Requirements and Building Height. Each home or other building constructed on a lot in Plats "A-F" shall have a minimum set-back from the front or roadside line of the lot of 35 feet. Each home or other building shall not be built closer than 30 feet from the side or back lines of the lot. There will shall be a 36-foot building height limit measured from the mid-point of where the foundation sits on the natural grade prior to excavation, excepting Lots 131 through 140, which shall have a 28 foot building height limit. The intent for such restriction is for each cabin built not to interfere with another's view of the surrounding area (if possible). The Board of Directors shall make the final decision on any structure height. Please see Exhibit "B" for an example of how to determine building height.

SECTION 11.5. Minimum Size of Dwelling. Each home shall have a main floor living area of at least 1000 square feet--not counting space for garages, patios, storage, basement or 2nd or 3rd floors or other attached buildings.

SECTION 11.6 Building Character and Construction. All buildings erected on the Properties shall be designed and constructed in accordance with the following standards or guidelines:

- (a) **Materials and Color.** A similar palette of traditional materials such as wood, stone, logs, and earth-tone finishes for staining and trim should be used on homes throughout the development. Accent colors, used in moderation, may be acceptable. Exterior walls of all structures on each building lot shall be constructed of natural logs, log siding, wood siding (no wood panels similar to T1-11 siding), cedar siding, synthetic logs, and synthetic "logs" or "wood" siding, or stone stucco and brick may be used for accent finishes only.
- (b) **Unified but different.** No two houses are expected to be alike, and the Committee will allow a range of architectural styles while pushing for a continuous thread of related design elements. The prevalence of architectural style showing a direct relationship to traditional or contemporary mountain home or log cabin architecture is required.
- (c) **Exterior Walls.** All exterior walls of the main home dwelling as well as those of any other structures on the property (such as detached garages, storage buildings, or workshops) shall be constructed in a similar architectural style as the main dwelling and shall also have the same or similar exterior walls.
- (d) **Manufactured Homes.** There shall be no manufactured housing allowed (full-log homes excluded). Except whereas in Phase 1 lot 39 was grandfathered in on August 28, 1999, at an Association meeting held in the Common Area of Aspen Cove at Scofield, stating that it is permitted in Phase 1 only and the right to build such home cannot be passed onto a different Owner other than the original property purchaser who purchased prior to August 28, 1999.
- (e) **Construction Deadline.** All buildings shall be completed within 24 months of beginning construction.
- (f) **One Single Residential Dwelling.** Every lot is considered as residential in use with only one (1) single dwelling not to exceed two (2) stories in height above street level (excluding the basement). No garage or shed, shall be used as living quarters. Variance from this policy will be considered on an individual basis; however, in no case will any additional dwellings capable of being used as a self-sustaining residence be approved. Additional sleeping or group activity rooms may be incorporated into garages or bunkhouses.

SECTION 11.7 Fences or walls.

- (a) All fences shall be constructed of natural colored wood or of color or material of the house on that lot.

At the Architectural Control Committee's discretion, other perimeter fencing materials may be used for the boundaries of Plats "A-F" and subsequent Plats of the Development.

- (b) Wildlife-safe fences shall be used.
- (c) No barbed wire will be permitted.
- (d) The entire perimeter of the lot may be fenced using 2, 3, or 4 rail lodge pole fences only; or other like fencing with permission of the Architectural Control Committee.
- (e) An interior envelope-type fence that is used as a privacy fence within close proximity of the home may be used so long as it conforms to the materials specified in this section. Such fencing shall not exceed six feet in height.

SECTION 11.8 Landscaping. As much natural vegetation as is practical shall be planted and maintained. Lawns or vegetation that requires watering are strongly discouraged as our watering systems main use is for culinary purposes. Any damage caused to Aspen Cove at Scofield property, as a direct result of a property Owner's negligence in watering such above described landscape shall be held liable for damages. Water timer use on any exterior faucets is prohibited while Owner is not present.

All living trees, bushes, natural vegetation and soil should be left in place as much as possible except when removal is necessary for construction of approved structures, driveways and parking areas. It is recommended that a thirty-(30)-foot firebreak be cleared around all structures. This is a Utah State Lands and Forestry recommendation.

SECTION 11.9 Trash. No garbage, refuse, rubbish or cuttings shall be deposited on any Street, Road or Common Area and on any Lot unless placed in a suitable container. The burning of trash in outside incinerators, barbecue pits, or the like, is prohibited, it being intended that all refuse, trash, garbage and the like shall be hauled from the Properties and be disposed of properly in the Counties' dumpsters. In the future, when demand dictates the necessity, the Association may have a dumpster available in a designated area in the Common Area for Owners of Aspen Cove at Scofield for disposal of such items. Garbage cans are to be inside garages, behind decorative fencing or otherwise hidden from view to the street.

SECTION 11.10 Storage of Building Materials. No building material of any kind or character shall be placed upon any Lot except in connection with construction or maintenance approved by the Architectural Control Committee. As soon as building materials are placed on any Lot in such connection, construction shall begin promptly and be built diligently.

SECTION 11.11 Commercial Vehicles, Campers, Trailers, or Motor Homes. No campers, trailers, motor homes, recreational vehicles, commercial type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage or hidden behind visual screening. They may not be parked on any street, road or Common Area except while engaged in transport to or from a dwelling or the Developed or Undeveloped Common Areas. For the purposes of this restriction, a truck having a 3/4 ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. Short-term visits from friends and family may be granted an exception to the above rule for campers, trailers, and motor homes within or on the lot.

No abandoned or inoperable vehicles of any kind shall be stored or parked on or within any of the properties located within the Aspen Cove at Scofield subdivision. If the Association determines that a vehicle is abandoned or inoperable, then a written notice describing such vehicle shall be delivered to the Owner thereof (if such Owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the Owner thereof cannot be reasonably ascertained). If the abandoned or inoperable vehicle is not removed within two (2) months thereafter, the Association shall have the right to remove the vehicle at the sole expense of the Owner thereof.

Since Aspen Cove at Scofield Plats "A-F" is intended to be a community of permanent, quality mountain homes, recreational trailers, campers or motor homes will be permitted only under the following very restrictive conditions:

- (a) Campers, camping trailers, or motor homes may be used on the property by Owners for not more than 7 consecutive days per month. Stays longer than seven days may be permitted rarely with written permission from the Owners Association only. This provision in no way allows extended or permanent use of such vehicles. This provision is included to allow Owners a limited time to use and enjoy their property.
- (b) Use of campers, trailers or motor homes may be used on the property by the Owner, Builder or other Sub-Contractors during the 24-month active construction period of the lot Owner's dwelling.
- (c) After a home is built, friends or family members with motor homes, campers, or trailers shall be permitted to park such vehicles by the permanent residence for not more than 7 consecutive days per month. Stays longer than seven days may be permitted rarely -- with written permission from the Owners association only.
- (d) Snowmobile trailers may be kept on the Member's property from October 31st through March 31st and ATV trailers may be kept on the members property March 31st through October 31st. Said trailers should be parked behind cabins or in as obscure location on the property as is feasible.
- (e) Camp-type trailers may not be used or stored for any length of time at Aspen Cove except as provided in "a" above.

SECTION 11.12 Animal Control.

- (a) The keeping of animals shall be limited to two (2) domestic household pets per lot, provided that said animals are well kept and provided for and do not become a health hazard or nuisance to the neighborhood.
- (b) On lots of one acre but less than two acres, the Owner may keep and graze two horses. A special corral may be fenced (so long as it conforms with other fencing guidelines and restrictions provided in this document) within the perimeter of the Lot for the horses at the discretion of the Owner. On lots of two acres or more, four horses may be kept and grazed. Before bringing horses on the property for any extended time, permission must first be obtained from the Board of Directors of the Owners Association, which will determine if adequate water is available for the animals. Having horses on the property is a privilege, which must not be abused. All home Owners maintaining horses on their properties must take daily care to make sure animal refuse is cleaned up to prevent offensive odors and detraction from neighboring property Owners.
- (c) No sheep, goats, or other domesticated or undomesticated animals may be kept on lots in Aspen Cove at Scofield, excepting as noted in "a" and "b" of Section 11.
- (d) No Owner shall have or allow any guest, tenant or other person lawfully on the premises to have or permit any animal-at-large upon the property. Definition of animal-at-large shall be: any animal either: 1.) Not attached to a person by chain or leash, or 2.) Not confined by fences, or 3.) Not controlled electronically.

SECTION 11.13 Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than ten (10) square feet advertising the property for sale or rent. Small signs displaying the Owner's name and street address are allowable. The Developer shall be allowed to use signs on roadways, common areas, and owned lots as needed for promotion of property and homes.

SECTION 11.14 Entrance/Exit. There shall be only one entrance/exit to and through each lot, except those that obtain a special variance in writing by the Architectural Control Committee, from the main subdivision road to minimize damage to the natural surroundings. Also, road base, gravel, concrete, asphalt or similar surfaced driveways and parking areas are required on all lots. To insure proper drainage, Lot Owners may be required to install culverts for driveways at the property line and elsewhere, if needed. When required, culverts must be of durable material, i.e., metal, concrete or plastic pipe (HDPE rates) of at least ten (10) inches in diameter.

SECTION 11.15 Exterior Lighting. Any exterior lighting installed on any Lot shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of the adjacent property.

SECTION 11.16 Motor Vehicles, Boats, Recreational /Water & Off-Road Vehicles.

- (a) No motor vehicles owned or leased by Owners of Lots in the properties shall be parked or maintained on any street within the Aspen Cove at Scofield Subdivision. Every Lot Owner must provide off-road parking within their property to accommodate themselves and their guests.
- (b) Boats and other recreational vehicles of any kind shall not be stored or parked on any Lots from November 1st thru April 30th, except in a closed garage, or behind a visual screening. It is acceptable to leave your recreational vehicles, boats, and utility trailers within your property from May 1st thru October 31st. This is to allow some flexibility for lot Owners that may want to leave a utility vehicle on their property or a boat and not have to take it down the mountain every time they come up or go home. In no way does this Section allow for trailers, aka campers, or motorhomes to be left on their property during the specified times. Refer to section 11.11 for the restrictions on those described vehicles.
- (c) No motorized vehicle shall be driven in the Developed and Undeveloped Common Areas except as authorized by the Association.
- (d) Members are responsible to see that they and their guests drive slowly and safely through Aspen Cove at Scofield. A maximum speed of twenty (20) miles per hour applies to all wheeled vehicles and snowmobiles on all roads through the community unless otherwise posted. All rules of the road must be obeyed. You must drive on the right side of the road when operating any motor vehicle.
- (e) There shall be no unauthorized vehicles permitted to travel on the utility road leading to the water tank or the area surrounding the water tank.
- (f) All recreational motor vehicles, i.e., ATVs, motorcycles, snowmobiles, etc., shall only be driven by qualified persons, properly trained, and mentally and physically capable of operating the machine in a safe and proper manner to ensure their safety and the safety of others. All vehicles operating within Aspen Cove at Scofield shall be maintained with all safety equipment working properly including lights, brakes, noise abatement, and mufflers with spark arresters. ATVs are not allowed on Scofield State Park premises unless they are "street legal." Members nor guests may ride ATVs beyond the Aspen Cove at Scofield main entrance gate without meeting the State's requirements for such legal operations.

SECTION 11.17 Easements and Right-of-ways. Easements and right-of-ways for jogging, cross-country skiing, snow-shoeing, equestrian and bicycle paths, lighting, electricity, gas, telephone, water facilities and service apparatus, sewage facilities, road building, and any other kind of public or quasi-public utility service are reserved as shown on the Plats.

The Developer shall have the right to construct, operate and maintain water, sewer, gas, telephone lines, other utilities, and roadways over and across those areas designated as Developed or Undeveloped Common Area as may be required for the development of areas adjacent to the property. Such installation shall be at the Developer's or Successor Developer's cost.

Each residential lot is subject to the right-of-way for roads and easements for utilities as presently established or as shown on the official recorded plats of the subdivision. No permanent obstructions, including gatepost, gates, etc., are to be placed in the road right-of-way without express approval of the Architectural Control Committee. The gate should swing into the property and not into the roadway. Chains or cables across driveways must be properly marked so they can be seen both day and night. Other than animal enclosures, no wire or cable is to be used for fences on lots due to the extreme danger to people and wildlife.

No unauthorized digging or excavations for buildings or installations of driveways, culverts, etc., shall occur in the road right-of-way or other right-of-ways and easements without permission of the Architectural Control Committee.

SECTION 11.18 Intended Seasonal Use of Property. While electricity and telephone lines will be maintained by their respective utility companies during winter months, Aspen Cove at Scofield lots may not be accessible at all times during the winter due to snow conditions. It is intended, that roads will be plowed when snow-covered. However, additional assessments may have to be made to maintain the roads under snowy conditions. Snowmobile access may be feasible, but snowmobile trails on the property will not be groomed. During the time period of November 1st until April 1st there shall be no trailers permitted to travel on the roadways and all vehicles shall be 4-wheel drive. If an individual attempts to operate a non 4-wheel drive and/or trailer during the specified non-permitted times, the operator takes on all financial responsibility for any accidents, damage, blocked access, destruction of roadways, etc. and is subject to fines imposed by the Board of Directors. Owners shall inform all guests of these requirements.

If a property Owner intends to live year around or for most of the calendar year, such extended use may require additional water shares to be purchased by Owner. The additional shares must be turned over to the Owners Association and can be used only by the lot the share(s) is/are applied to.

SECTION 11.19 Snowmobiling, Cross-Country Skiing and Snow-Shoeing. It is not intended that snowmobile trails will be groomed on the property during the winter. However, at least currently, there are nearby trails groomed by the Utah Division of Parks and Recreation. While neither roads nor trails will be groomed, snowmobiling, cross-country skiing, or snowshoeing on such roadways will be permitted both for recreation and access to homes during snowy conditions, all at the Owner's or guest's own risk. For safety purposes, there shall be no sledding on the main roadway permitted.

SECTION 11.20 No shooting or hunting. For the safety of its residents and subdivision neighbors, absolutely no shooting or hunting will be allowed on any property located within the Aspen Cove at Scofield subdivision. The only exception to shooting, not including hunting, is the use of BB guns, on your own property and must be supervised at all times by an adult. At no time shall a BB gun be pointed, nor discharged, directly at another person, animal, or at another lot Owner's property or possessions with the intent to harm or destroy. You and your guest shall be held responsible for any property damage caused in direct violation of this Section and subject to fines imposed by the Board of Directors.

SECTION 11.21 Conflict with Ordinances. In the event the terms and conditions of this Declaration conflict with any applicable Statutes or rules and regulations of governmental agencies, now existing and as many as may be hereafter adopted or amended, then the higher standard shall control.

SECTION 11.22 Right of Association to borrow. The Owner's Association is empowered to borrow funds which may be needed for short- or long-term needs, as may be required for the continued operation, maintenance and/or improvement of the Subdivision's roads, water system, or recreational facilities.

SECTION 11.23 Commercial Use. No part of the Association shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, mercantile, manufacturing, storing, vending, or other such non-residential purpose. However, the Developer may operate a real estate sales office on the property as deemed necessary.

SECTION 11.24 Insurance. Each lot Owner is responsible for insurance coverage for their real or personal property. The Association is not responsible for insurance coverage for property other than that which is owned by Aspen Cove at Scofield Owners Association.

SECTION 11.25 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to, repair of automobiles or other motorized vehicles (other than emergency repairs) and the use of amplified or other instruments or sound speakers which can be heard in adjoining or proximate homes, shall be carried on within the Aspen Cove at Scofield. Nothing shall be done on or within the Subdivision that may be or may become an annoyance or nuisance to the residents of the Subdivision. No exterior clotheslines shall be erected or maintained. There shall be no exterior drying or laundering of clothes on balconies, patios, porches, railings or other areas on the home or lot. Quiet time is in effect between 11:00 p.m. and 7:00 a.m. Please observe and instruct family and guests to do the same.

SECTION 11.26 Fire Hazards, Open Fires, Outside Barbecuing and Fireworks. Every Lot Owner must take extreme precautions against any activity or action, which might create a fire hazard for his own dwelling, property, lot or property of other persons. The nature of the terrain in dry summer conditions can raise fire danger to very high levels. Therefore, there shall be no open outside fires unless confined within well-constructed fire pits, which have an outside perimeter of at least 12 feet of non-combustible gravel or other material surrounding it. No outside fires are allowed at all on windy days. All outside fires must be supervised at all times by an adult. Fires must be put dead-out at the conclusion of use of the outdoor fire activity so that it cannot reignite. If State or Federal mandated regulations are stricter than that of the Association, then the stricter regulations shall be followed. Gas or other commercial barbecues may be used provided they are on decks or concrete pads. Fireworks, including sparklers, are prohibited at all times.

All homes that have fireplaces must have special spark and tinder screens on exterior chimney openings.

All homes must have at least two large commercial-type fire extinguishers--one mounted close to an exterior door; another in the kitchen or central hall of the home.

All homes must install and have a yard hydrant 30 feet away from the home on the main 1" water line coming into the house. This shall be a freeze-less faucet with back-flow protection.

It is recommended that lots be kept clean and clear of trash. All garbage, concrete, metal, etc., must be hauled to a proper disposal facility or to the trash receptacle located at Scofield State Park. It is recommended that each Lot Owner have seventy-five (75) feet of garden hose 5/8" or greater in diameter with an attached nozzle conveniently accessible for fire protection.

SECTION 11.27 Main Entry/State Park. Since the main entry to Aspen Cove at Scofield is through the Madsen Bay State Park, Owners are asked to be courteous to Rangers, and obey all park rules and regulations while traveling through or using the Park facility. It is especially important for the safety of Owners as well as others to obey all speed limits. Since each Owner will have an annual pass for Scofield State Park, Owners may have use privileges of Park facilities, including the boat launching facilities, picnic areas, fish-cleaning station, rest rooms, culinary water and waste water disposal facility. Fishing is a favorite activity at Scofield, but all Owners who fish must have the appropriate State Fishing License and obey all fishing laws set forth by the Division of Wildlife Resources.

SECTION 11.28 Camping in a Tent. The use of tents will be permitted on some designated Developed Common Areas and on Owner's own property. Such Tenting is intended only for casual, non-permanent uses; and if abused, the Board of Directors may take this privilege away from the Owner.

SECTION 11.29 Archery and Bow-Shooting. Provided anyone conducting archery practice or bow shooting is accompanied by an adult, these activities are permitted in a specially designated area in the Developed Common Areas or within your own property so long as proper use and safety measures are taken. However, anyone doing so must take extreme precaution not to endanger or harm someone that may be nearby. Bows must never be

pointed at human or other living targets and must be targeted solely to the special target areas. Misuse or careless handling of such devices may result in this privilege being taken away from any Owner by the Board of Directors.

SECTION 11.30 Roads and Water Usage. The Association owns and maintains the roads throughout the Association. Speed limits are posted throughout the Association property at 20 mph. Members should seek to enforce the speed limits personally and by reminder to any who appear to be in violation of the post speed. Maintenance includes grading the roads, clearing the ditches, replacing road-base and gravel as needed and application of Dust Control (Mag Chloride) as needed. The Dust Control treatment retains the fine particles of the road-base material thereby reducing dust and erosion of the roadway. Closure of access to the Association roads is necessary during the preparation and treatment of the Dust Control material to the roads. The Board will notify members of treatment dates by email and the HOA web site at least 30 days in advance to allow for adequate planning of member access. Members should seek to make sure that Owners and guests do not use ATVs or other vehicles such that the turning of tight circles (doughnuts) dig into or cause displacement of the Mag Chloride material in the roadway.

There shall be no contamination of the area around the wells, which might contaminate the water system. Upon detection of any violation of this Section, the issue shall be immediately corrected by action of the Board of Directors. Any costs associated with the correction will be reimbursed to the Association, by the Owner, who is responsible for the person and/or activities, which led to the problem. Backflow prevention devices shall be installed and maintained at each connection to the water system. It is prohibited for anyone to install any physical connection to the water system, which might allow any fluid or substance unsuitable for human consumption to enter the potable water system. Education on cross-connection problems will be included in annual communications with all Owners.

SECTION 11.31 Water Shares, Water System. The Aspen Cove at Scofield Property is intended to be a Seasonal, Mountain Home Subdivision. Each lot is sold with the beneficial right and usage to .25 Acre Feet of Price River Water User's Association (hereafter referred to as PRWUA) stock that is dedicated to the respective lot. However, the .25 Acre foot per lot of water and the PRWUA stocks/shares are owned and controlled by the Aspen Cove at Scofield Owners Association.

One-quarter acre-foot of water meets the requirements for a seasonal home under the State Department of Health and the State Division of Water Rights. However, Developer was required to file one acre-foot (which is equal to one share) of PRWUA stock per lot as per requirements of the PRWUA at the time of recording the subdivision. This requirement may change in the future to meet the States requirements. The developer retains the absolute right to control and use the shares currently applied to Plats "A-F" above and beyond .25 Acre feet per lot. (130 lots x .25 = 32.50 Acre feet total for Plats "A-F"; 130 - 32.50 = 97.50) This leaves 97.50 shares or 97.50 acre feet of water to be used by Developer towards future phases for additional lots to be added to the water system or other uses as the Developer may deem necessary.

The Weight family property and successors, located just east of lot 1, consisting of approximately 2.25 acres, shall have free access and use to one connection to the Aspen Cove at Scofield water system indefinitely. This property shall have such use free of charge from any yearly and/or special assessments. They have contributed one share of PRWUA stock (equal to one acre foot of water) to the Association. Such property shall be subject to water restrictions equally shared by all lot Owners. The Weights sold their well and gave utility easements to Aspen Cove at Scofield for such use.

SECTION 11.32 Developer and Future Phases. Developer has paid for the entire water system and has exceeded water storage requirements for Plats "A-F" with the intent to add additional lots to the water system for future phases. Developer shall retain the right to connect all additional phases to the water system. This includes the use of and connection to all improvements such as water storage tank, booster pumps, distribution lines, wells, well pumps, water shares, easements, etc. Developer also retains the right to connect all future phases to the existing electrical and telephone systems.

Developer has also planned and constructed the roadways to meet additional traffic anticipated by completion of the entire subdivision. Developer retains the absolute right to connect all future phases to the existing road system and shall retain rights of ways and rights of ingress and egress and easements for such future roads, and rights to assign such rights for the benefit and use of future phases of development, including, but not limited to those roads used for Plats "A-F".

At the Developers sole discretion, all future phases will have full use and access to all common area and amenities, roads, trails, gated entry, utilities, and any other benefits/areas that Owners of Plats "A-F" have the right to use and enjoy. All Owners of lots in future phases will have to pay the same yearly association dues as Plats "A-F" Owners if Developer elects to give the same use and rights to future Owners. All Owners of lots in future phases/plats will be: 1) Members of the Aspen Cove at Scofield Owner's Association, or 2)-Developer also reserves the right to create another association for future phases with separate association dues in lieu of the paying dues of Plats "A-F" Owners.

SECTION 11.33 Non-Amenability. 11.31, 11.32 and 11.33 cannot be amended, changed, or altered in any way by the Owners' Association; only by the Developer. This protection shall supersede any and all other Sections in this Declaration that may state or imply otherwise.

ARTICLE XII - VIOLATIONS

SECTION 12.1 Introduction. Pursuant to Section 57-8a-208 of the UTAH CODE ANN., as amended, the Association can levy reasonable fines in accordance with the established schedule for violations of the Association Documents.

SECTION 12.2 Investigation/Notice of Violation/ Legal Action/ Denied Use and Privileges:

- (a) **Investigation:** When a possible violation to the Association's governing documents (including Rules) is reported to or otherwise becomes known to the Association, it will be investigated by the Board or its designated representative(s), and a determination made as to whether a violation has actually occurred. Lot Owners are responsible for the actions of their guests.
- (b) **Notice of Violation:** If a violation is found, written notice of the violation will be issued, stating what the violation is and where in the legal documents such violation is found. The notice shall be sent or delivered to the offending Owner giving him/her a deadline date for compliance. The deadline given in such notice will be a reasonable time period, but no less than 48 hours, within which to correct the violation and fully comply. In each case or matter, the Board will consider the nature of the violation, the circumstances of the Owner and the property, and what it will take to correct the non-compliance in order to determine a reasonable time period deadline to give the Owner to comply. Such Notice shall warn that fines will be imposed if compliance does not occur by a given date and additional fines may be assessed if the same or similar violations continue to occur within a one-year period from the date of the original notice. The Notice will also inform the Owner of the right to request a hearing concerning the imposition of fines, pursuant to the provisions below.
- (c) **Legal Action:** If the Owner, sent a notice of a violation, does not timely comply and correct the violation, the Association may assess or levy fines against him/her and the lot according to the Fine Schedule as set forth below. Additional fines may continue to be assessed while the legal action is in process, if the Owner continues to violate the requirements of the governing documents. All attorneys' fees and costs shall be awarded to the prevailing party and recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the governing documents. Notwithstanding anything to the contrary herein, in the Board's discretion, legal action may be taken against the violating Owner at any time after a compliance deadline is given to Owner and the Owner has not complied within the time given. Nothing in this Declaration is intended to waive or otherwise modify the Association's legal right(s) to take other enforcement measures in order to secure or achieve compliance.

- (d) **Denied Use and Privileges:** Members of the Association in violation of this Section are subject to denied use and privileges to the Common Areas.

SECTION 12.3 Schedule of Fines. If an Owner violates any provision(s) of the governing documents (which collectively includes the Declaration, Articles of Incorporation, Bylaws and Rules of the Association) and does not comply, after reasonable notice and within the deadline given, by the Association, fines may be imposed and accrue at the rate of Ten Dollars (\$10.00) per day until complete compliance occurs or is accomplished. Such fines may be assessed by the Association against any Owner and his/her lot, starting immediately after the notice deadline period expires without the complete and total correction of the violation(s) by Owner within that period.

If the violation involves an intermittent offense or conduct which is disturbing to other Owners, (for example, the failure to quiet and control a barking or overly aggressive dog,) or disruptive actions or conduct of any kind which interfere with another Owner or Owners' right and ability to reasonably enjoy their properties, the Association may levy fines on a per incident basis as follows:

- 1) Warning to the Owner/ and if possible, the occupant.
- 2) \$50.00 fine for general violations unless otherwise specified below.
- 3) Additional \$10.00-a-day assessment for each day past the deadline for compliance.

Grievous Violation Fines

- a. Fire Hazard = \$1,000.00 (including fireworks) plus other damages caused by negligence.
- b. Shooting and/or Hunting = \$500.00 plus other damages caused by negligence.
- c. Heavy Weed Infestation = \$250.00 plus removal costs

In addition, if an individual's negligence, whether or not intentional, results in damage to the Association or another's property the responsible party shall pay the cost of damages caused.

SECTION 12.4 Collection of Fines. The Association will bill the violating Owner the applicable fines at such time and for such periods as the Association considers reasonable. All fines imposed by the Association upon an Owner or Owners which remain unpaid for thirty (30) days after being invoiced to Owner shall automatically constitute a lien on the Lot and all its improvements, and may be handled and foreclosed upon in the same fashion as if it were a lien for unpaid assessments under the Association Documents and the laws of the State of Utah. The Association may file a formal lien with the county in order to further protect its interests regarding the unpaid fine(s). The amount of the lien shall include interest, attorneys' fees, and all costs and expenses, incurred by the Association in the imposition and collection of such unpaid fine(s).

SECTION 12.5 Request for Hearing/Opportunity to be Heard.

- (a) Introduction. Any Owner found by the Board to be in violation of governing documents' provisions or requirements may request a hearing to offer a defense to, or to explain extenuating circumstances regarding, the imposition of fines.
- (b) Request of Hearing. The Owner must complete a written Request for Hearing, which shall be mailed or delivered to the Association. The appeal request must contain the following:
 - (i) Owner's name and address;
 - (ii) Owner's reasons, basis and defense for the hearing;
 - (iii) A copy of all supporting documentation;
 - (iv) The name of any attending witnesses or other collaborating guests;
 - (v) The Owner's signature and date of the Request for Hearing.

SECTION 12.6 Hearing Procedure:

- (a) The Owner will be sent confirmation of the receipt of the Request for Hearing by the Board.
- (b) The Board will appoint and assemble a minimum of three (3) (or more at the Board's discretion) members of the Owners Association and/or the Association's Board of Directors, or appoint and name a representative designated by the Board to act as a Review Board (the "Review Board") within seven (7) business days following receipt of a written Request for Hearing complying with the information requirements set forth above.
- (c) No later than ten (10) business days following the formation of the Review Board, the Review Board shall mail or deliver notice to the appellant Owner of a hearing date. The notice will provide the date, time, and location of the hearing, which is to be determined by the Review Board.
- (d) The Review Board will permit the appealing Owner up to thirty minutes to explain the circumstances of the matter and provide grounds as to why the fine should be waived, reduced or cancelled.
- (e) At the conclusion of the presentation, the hearing will adjourn, and the Review Board will review the circumstances of the Request for Hearing as presented.
- (f) Within seven (7) business days of the Hearing, the Review Board will mail or deliver written notice to the Owner of the Review Board's decision.
- (g) If the Review Board finds in favor of the Owner, it will advise the Owner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived. Any adjustment(s) shall reflect on the Owner's account the following month.
- (h) If the Review Board determines that the Owner's explanation or defense presented at the Hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the Owner will be so notified, in which case the fines imposed will continue as owed to the Association until paid in full, regardless of whether the violation has since been removed or corrected. In any event, if the Review Board finds against the Owner, the fines will continue to accrue until full and adequate compliance occurs by Owner.

ARTICLE XIII - GENERAL PROVISIONS

SECTION 13.1 Duration. This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association; or the Owner of any Lot subject to this Declaration; their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration was originally recorded, after which time, said covenants shall be automatically extended for successive periods of fifteen (15) years.

SECTION 13.2 Amendments. These covenants and the restrictions of this Declaration may be amended during the first twenty years from the date of the Declaration, by an instrument signed by the Owners of not less than sixty percent (60%) each class of membership; and thereafter by an instrument signed by the Owners of not less than fifty percent (50%) of the Lots with the exceptions of ARTICLE XI may only be amended by Developer.

SECTION 13.3 Enforcement. The Association, through the Board or any Owner, shall have the right to enforce, by any proceedings at law or in equity, against any person or persons violating or attempting to violate any restrictions, conditions, covenants, liens and charges now or hereafter imposed by this Declaration, and in such action the prevailing party shall be entitled to recover costs and reasonable attorneys' fees in addition to any other relief as ordered by the Court. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 13.4 Conflict of Association Documents. If there is any conflict among or between the Association Documents, priority shall be given to Association Documents in the following order: CC&R's of the Association, Bylaws, Articles of Incorporation and any rules and regulations of the Association. The CC&R's shall stand firm as the governing document of the lot Owners of Aspen Cove at Scofield Owners Association in all instances.

SECTION 13.5 Severability. Invalidation of any one of these covenants or restrictions by judgment of court order shall in no way affect other provisions, which shall remain in full force and effect.

SECTION 13.6 Notices. Any notice required to be given to any member or Owner under the provisions of this Declaration shall be sent to the last known email and/or physical address of the record Owner of the Lot in which the member has an interest as shown on the records of the Association at the time of such mailing.

ARTICLE XIV - ANNEXATION


SECTION 14.1 Expandable. At the discretion of the Developer, any time from the recording of this Declaration, Developer may elect to expand the Project per ARTICLE XI, SECTION 11.31 of this Declaration. Upon such election, all or part of any Phase may be annexed to the Property and shall thereafter automatically become subject to this Declaration and be subject to the jurisdiction of the Association, without the assent of the Association or its Members, on condition that a Supplemental Declaration shall be recorded in the office of the Carbon County Recorder. The Supplemental Declaration shall incorporate this Declaration by reference and may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Expansion Area.

SECTION 14.2 Governing Phases. As provided previously herein, this Declaration governs only Phases 1-6 of the Aspen Cove at Scofield Subdivision. At the sole discretion of the Developer, subsequent portions of the planned community may also be governed by this Declaration and the Owners' Association.

ARTICLE XV - ADOPTION OF THE AMENDED DECLARATION

A requisite sixty percent (60%) majority of Owners voted on and approved this Amended Declaration of Covenants, Conditions, and Restrictions, Assessments, Liens and Easements on the 28th day of July, 2016.

IN WITNESS WHEREOF, the undersigned executes this Amended Declaration of Covenants, Conditions, and Restrictions, Assessments, Liens and Easements and certifies to the truth of the facts herein stated on the date first stated above.



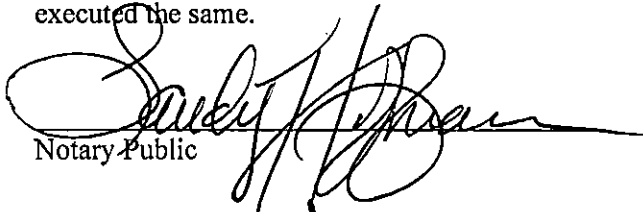
Doug Cloward, President



Dean Egbert, Secretary

STATE OF UTAH)
)SS
COUNTY OF CARBON)

On the 25 Day of October, 2016, personally appeared before me ^{Doug Cloward}~~Dean Egbert~~, who being by me duly sworn did say, that he, the said ~~President & Secretary~~, is a Board Member of Aspen Cove at Scofield Owners Association and that the within and foregoing instrument was signed in behalf of said Corporation by authority of a resolution of its Board of Directors, and he duly acknowledged to me that said Corporation executed the same.



Notary Public

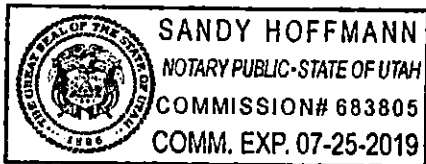


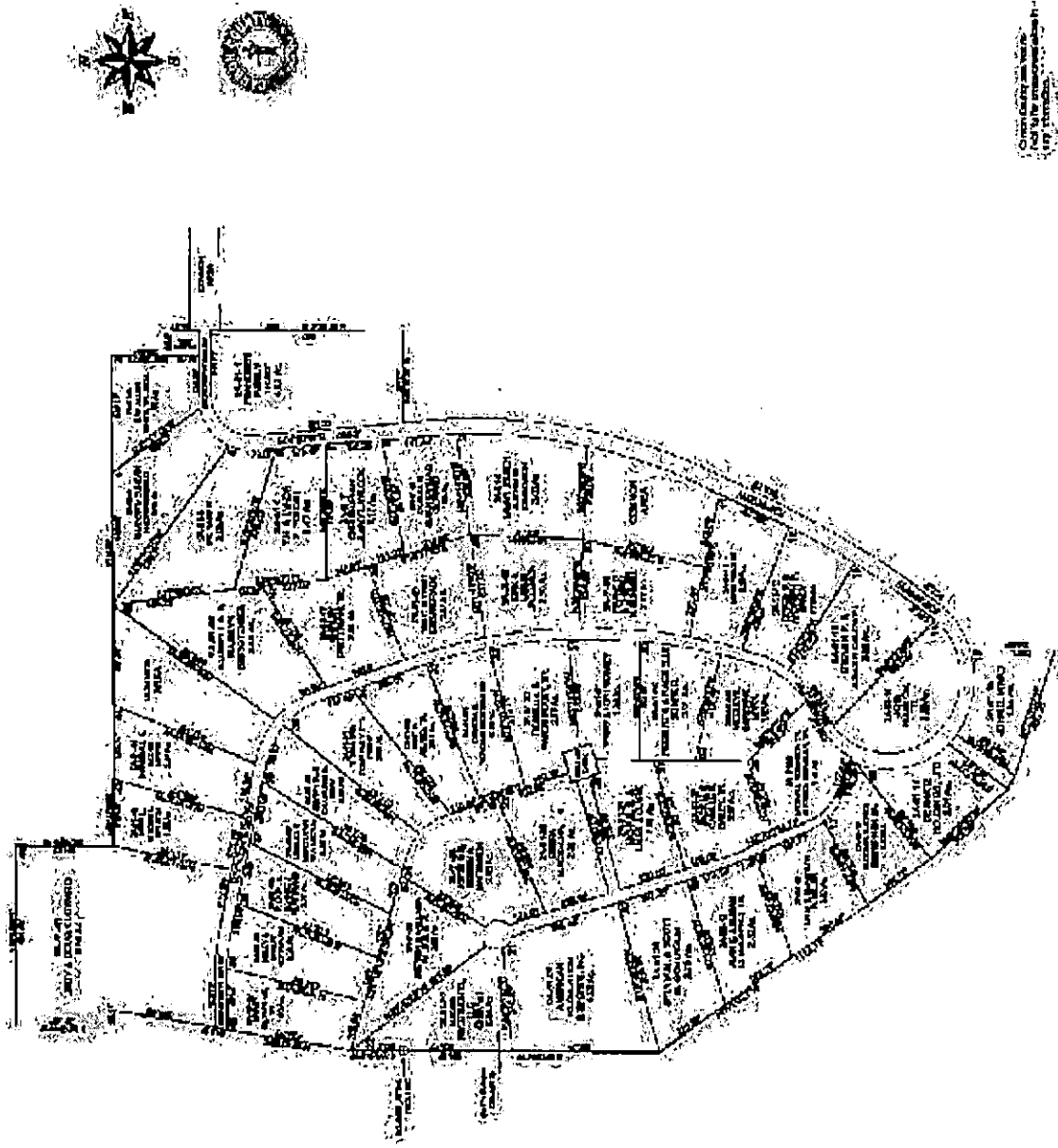
EXHIBIT "A" - PLATS

7/21/2011 3:20:13 PM

CARBON COUNTY PLATS

EAGLE VIEW ESTATES - AMENDMENT NO. 1

PHASE 1 - ASPEN COVE AT SCOFIELD (PLAT A)



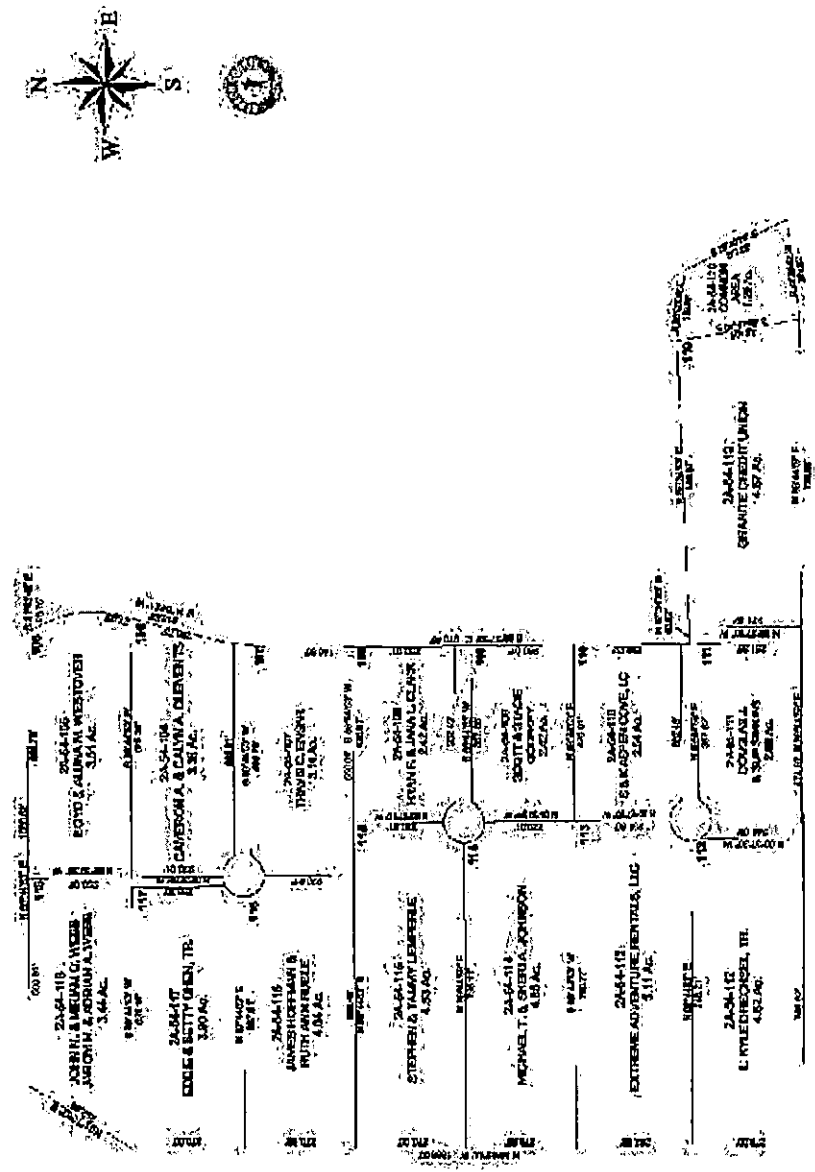
Current plat is hereby filed for record in the public records of Carbon County, Colorado.

SCALE: 300 FEET = 1 INCH

CARBON COUNTY PLATS

AMENDED ASPEN COVE AT SCOFIELD (PLAT "E") PHASE V

PART OF SEC. 5, T12S, R7E.



Carbon County reserves the liability for errors or omissions in any information.

SCALE: 200 FEET = 1 INCH

EXHIBIT "B"

