

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS AND MANAGEMENT POLICIES
FOR
ASPEN HILLS SUBDIVISION
June 21, 2008

Ent. 160157 BK580 Pg1259
Em 160157 BK580 Pg 1259
POLICIES DEC-2008 10:26AM
Fee: \$1,247.00 Check
Filed By: TAJ
REED D HATCH, Recorder
SANPETE COUNTY CORPORATION
For: ASPEN HILLS OWNERS ASSOC.
Aspen Hills

THIS DECLARATION, made on the date hereinafter set forth by Aspen Hills Owner's Association, a Utah non-profit organization, hereinafter referred to as the "Association".

WITNESSETH:

WHEREAS, pursuant to the Utah Community Association Act, the Association hereby amends its Declaration of Protective Covenants, Conditions, Restrictions and Management Policies. This Declaration of Protective Covenants, Conditions, Restrictions and Management Policies supercedes and replaces any and all declarations of Protective Covenants, Conditions, Restrictions and Management Policies heretofore enacted.

WHEREAS, the purchasers of the Lots described on Plats A, B, C, D, E and F filed for record with the Sanpete County Recorder's Office and have previously agreed by contract to be subject to all restrictive covenants and conditions applicable to said Plats, which covenants provide in part that all Lot purchasers shall be Members of a property owners association; and

WHEREAS, a property owners association has been established and is known as the Aspen Hills Owners Association, a Utah nonprofit corporation, with the authority to bind said Lot purchasers by action of its authorized representatives; and

WHEREAS, the Association has been properly incorporated by action of the State of Utah and has, by and through its duly elected Board of Trustees who are its authorized representatives, reviewed this Declaration of Protective Covenants, Conditions, Restrictions and Management Policies and determined that it is in the best interests of the Association and the individual Lots Owners that this Declaration be approved and adopted by the Association.

NOW THEREFORE, the Association hereby declares that the Properties (hereinafter sometimes referred to as the "the Subdivision") shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions and management policies which are for the purpose of protecting the value and desirability, of and which shall run with the real property and be binding on parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
Definitions

Section 1. "Association" shall mean and refer to Aspen Hills Owners Association, a Utah nonprofit corporation.

Section 2. "Owner" shall mean and refer to the holder of record, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to Plats A, B, C, D, E and F as hereinbefore described and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. Other Common Areas identified in the plat map are not owned nor controlled by the Association.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded final plat map of the Properties with the exception of the Common Area.

Section 6. "Committees" The Board of Trustees shall have the authority to establish committees to manage various aspects of the Association for construction, property development, security, etc.

ARTICLE II
Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common Areas which exist or may be acquired, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreation facility situated upon the Common Area.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid for a period exceeding sixty (60) days and/or for any infraction of its rules and regulations as set forth in this Declaration and as may be published by the Board of Trustees Directors of the Association.

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument approved by two-thirds (2/3) of the Owners as defined in Article VII Section 5 agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use and Voting Rights. Any Owner may delegate his right to enjoyment of the Common Area and facilities of the Subdivision to the members of his family, his tenants or contract purchasers. In addition, a contract seller may delegate in writing his voting rights granted herein to the contract purchasers of his Lot(s).

ARTICLE III
Exterior Maintenance

Section 1. Responsibility for Exterior Maintenance. The Association shall be responsible for providing maintenance to the Common Areas currently owned or subsequently acquired by the Association and any buildings or facilities thereon, including, but not limited to, the following: Paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other improvements. The Association shall not be responsible for erecting or maintaining any fencing along the association boundary.

Section 2. Owner Responsibility. The Owners of Lots shall be responsible for providing exterior maintenance upon such Lots and any improvements thereon. In the event that an Owner of any Lot in the Subdivision shall fail to maintain the premises and the improvements situated thereon in a manner that public safety is at risk, the Association, after approval by two thirds (2/3) vote of the Board of Trustees, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain and restore the Lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

ARTICLE IV
Additional Covenants

Section 1. General Purposes. These covenants are made for the purpose of creating and keeping the Subdivision, insofar as possible, desirable, attractive, beneficial and suitable in architectural design, materials and appearances and guarding against fires and unnecessary interference with the natural beauty of the Subdivision, all for the mutual benefit and protection of the Owners of Lots in the Subdivision.

Section 2. Temporary Buildings. Buildings of a temporary nature are not allowed; but trailers, campers and overnight camping shall be permitted. Please be aware that trailers, recreational vehicles and campers not licensed for the current year may be cited by Sanpete County. The lot owner shall provide for waste disposal by using a septic tank approved by Sanpete County or having the waste pumped out at a state approved waste disposal site and removed from any such recreational vehicle, trailer or camper occupied for more than fourteen (14) days or when the holding tank reaches full capacity. Construction of parking areas for the above described trailers and campers shall be in accordance with rules relating to setback, drainage and fire control requiring the approval, by written consent, of the Association's Environmental Control Committee.

Section 3. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any

commercial purposes. Exceptions, if any, must be made with the written consent of the Association. In addition, no pet shall be allowed to become a nuisance to other property owners.

Section 4. Water and Sewage. No individual water supply or sewage disposal system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the federal, state or local public authorities and the Association. No outdoor (pit) toilets are allowed.

Section 5. Fires. No open fires shall be permitted on any part of the Properties. All chimneys and fireplaces shall be covered with spark screens. All exterior fireplaces, BBQS, etc. shall comply with State laws and County ordinances.

Section 6. Tree Cutting. Cutting of trees, live and dead shall be permitted by owners on that owners property for fire safety purposes and/or for use in properly constructed fireplaces. A firebreak shall be cleared for a minimum 100 feet surrounding each cabin, trailer, shed, etc. or to the nearest lot line. A firebreak shall be accomplished by thinning the natural vegetation and removing dead plant material and other flammable fuels. The Association may, from time to time, need to enter onto individual lots to cut trees on an owner's property for road, utility work, public safety, or other purposes.

Section 7. Residential Use. No building shall be used for any purpose other than residential or storage of personal property used in the subdivision, except on Lots designated by the Association for recreational or utility use. No storage of vehicles or material of any kind shall be permitted without proper enclosure. Exceptions will require written consent of the Environmental Control Committee. In addition, there shall be no outdoor clothes poles or clotheslines.

Section 8. Garbage. All garbage, including trash, tin cans, paper, etc., must be kept in covered containers. Owners shall be responsible for removal of garbage or trash from their own Lots.

Section 9. Signs. No signs, billboards, advertising or any nuisance of any nature shall be erected, placed, displayed or maintained on any part of the property herein described nor on any building erected thereon, except that "For Sale" signs of individual lots. The Association may place informative or warning signs on bulletin boards, sign posts, and trees.

Section 10. Antennas. Standard television and radio and satellite antennas less than twelve (12') feet tall may be used by property owners if placed in an inconspicuous location.

Section 11. Private Roads. All roads within the Subdivision are to remain private and under the control and maintenance of the Association, subject to easement rights of the road owner(s), provided, however, that each Lot Owner shall be entitled to reasonable ingress and egress to his Lot(s).

Section 12. Gates. The Association may from time to time erect and maintain gates across private roads to control ingress at the subdivision boundaries. All property owners in good standing (dues paid to date) may purchase keys, cards, or access codes for a nominal cost. The Association may also grant access to others as needed for construction, maintenance, sales, law enforcement, etc.

Section 13. Grazing Rights and Fencing. No grazing of sheep, cattle or livestock shall be permitted on any land in the Subdivision; however, the Association may, from time to time, grant permission to allow passage of livestock through the Subdivision en route to public or private lands. The Owner of any Lot may fence out the sheep, cattle and livestock at his own expense. However, no fence, wall or similar type barrier of any kind shall be constructed, erected or maintained on any Lot, except such fences or walls as may be approved by the Association as an integral or decorative part of a building to be erected on a Lot or for the control of livestock. No barbed wire fence may be used at any time. A lot owner may pasture horses for recreational riding on their property during the summer season.

Section 14. Nuisance and Firearms. No noxious or offensive activity shall be carried on within the Subdivision nor shall anything be done or permitted which shall constitute a public nuisance therein. No hunting shall be permitted nor shall any firearms be discharged within the Subdivision.

Section 15. Clean Up of Property. The association shall have the right to enter upon any lot and clean, repair or remove garbage, trash, material or property, provided the Owner is notified in writing thirty (30) days prior thereto.

The Owner may be charged for any and all necessary expenses incurred in cleaning, repairing or removing said material, garbage or trash. For items not a cause of public safety, the property owner may appeal the proposed cleanup to the association at an annual meeting after all attempts at resolution have failed. If the association by a two-thirds (2/3) margin votes in favor of the cleanup, then the items must be removed outside the subdivision within 30 days or a different time agreed upon by the Environmental Control Committee.

Section 16. Water from AHOA Faucet. Water provided by the Association is not potable and should not be used for drinking or food preparation. This water is restricted in use for washing and waste disposal purposes only. Any use for landscaping shall be with written permission of the Association.

Section 17. No County Approval. Nothing in the foregoing sections of this Article IV shall be construed as approval by the County of any nonconforming business or commercial use on the Properties or any other land added to the Subdivision pursuant to this Declaration.

ARTICLE V Reservations

Section 1. The Association reserves to itself a permanent easement and right-of-way over all roadways, streets and properties shown on Plats A, B, C, D, E, and F for the following purposes:

(a) The perpetual right to enter at any time and from time to time and to install, maintain, inspect, protect, repair, rebuild, replace, remove or otherwise operate all existing water lines and other utility lines which the Association shall be obligated to maintain and operate, including the right to install additional pipes, valves, fixtures, wires, cables and other necessary lines and appurtenances as the Association may deem necessary in order to repair, maintain, alter or improve said water or utility lines.

(b) The perpetual right to enter at any time and from time to time to install, maintain, inspect, protect, rebuild, replace, remove, build, construct or otherwise improve additional water or utility lines.

ARTICLE VI Membership, Voting Rights and Amendment of Protective Covenants, Conditions, Restrictions and Bylaws

Section 1. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have one class of voting membership. Owners shall be all Lot Owners and they shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Owners. The vote for such Lot shall be exercised as they among themselves determine but in no event shall more than one vote be cast with respect to any Lot. A joint owner of a Lot casting the vote shall be presumed to have the concurrence of all other joint owners of the same lot.

Section 3. Amendment of Protective Covenants, Conditions, Restrictions and Bylaws. The Board of Trustees may amend the protective covenants, conditions, restrictions and bylaws for any purpose to be determined by the Board of Trustees, provided that any such amendments shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose.

ARTICLE VII Creation of Lien for Assessments

Section 1. Creation of the Lien for Assessments. Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, and (ii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and shall be a personal liability of each Owner.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, to improve and maintain the Common Area and to provide all other services and maintenance required of the Association by the Maintenance Agreement.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the recordation of this document the maximum annual assessment shall be Fifty Dollars (\$50.00) per Lot.

(a) From and after January 1 of the year immediately following the recordation of this document, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the recordation of this document, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Trustees of the Association may fix the annual assessment at an amount not in excess of the maximum.

Section 3a. Exempt Property. All Properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from assessments, regardless of ownership.

Section 4. Special Assessments. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and property related thereto, or for any other purpose to be determined by the Board of Trustees, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Owners who are voting in person or by proxy at a meeting duly called for this purpose. In its discretion, the Association may require that any assessment not be expended by the Association in the year of its collection or it may provide that the assessments be treated as a contribution to the capital of the Association in the following years and maintained in a separate capital account until expenditure of such funds is appropriate. The Association may, in its discretion, hold such assessment funds as an agent for the members until the year in which the expenditure of such funds is appropriate; in such year the Association shall transfer such funds to the ownership of the Association before making the expenditure.

Section 5. Notice for any Action Authorized under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Owners not less than 30 days nor more than 60 days in advance of the meeting. Any action under these sections shall require the approval by a vote of two-thirds (2/3) of the Owners who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6. Uniform Rate of Assessment. Except as described in Section 3a of this Article, both annual and special assessments shall be fixed at a uniform rate for each Lot.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein commenced as to all Lots on January first (1st) of each year. The Trustees shall fix the amount of the annual assessment and shall notify the Owners of the amount thereof in March of each year. Written notice by way of invoice of the annual assessment shall be sent to each Owner of record, or to such other addressee as the owner of record shall designate in writing to the Board of Trustees. The due date for each assessment shall be established by the Board of Trustees. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effects of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days from the due date shall incur a twenty five dollar (\$25.00) late charge and any assessment not paid within ninety (90) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same or foreclose the lien as a trust deed (pursuant to Utah Code Section 57) against the Property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, abandonment of his Lot or assignment of his voting right or right to use of the Common Area.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any prior first mortgage. Sale or transfer of any Lot shall not affect the assessment lien.

ARTICLE VIII

Environmental Control Committee Established by Board of Trustees

Section 1. The Board of Trustees shall establish an Environmental Control Committee. All plans and specifications for any structure or improvement whatsoever to be erected on or moved upon or to any Lot and the proposed location on any Lot or Lots, the construction material, the roofs and exterior color schemes, any later changes or additions after initial approval thereof and remodeling, reconstruction, alterations or additions thereto on any Lot shall be subject to and shall require the approval of the Environmental Control Committee before any such work is commenced. Written approval is required for major projects.

Section 2. Two (2) complete sets of plans and specifications, together with proof of approval of water and sewage disposal system for any and all proposed improvements, the creation or alteration of which is desired, shall be required. No structures or improvements of any kind shall be erected, altered, placed or maintained upon any Lot unless and until the final plan, elevations and specifications therefore have received such written approval as herein provided. Such plans shall include plot plans showing the location on the Lot of the building, wall, fence or other structure proposed to be constructed, altered, placed or maintained, together with the proposed Construction material, color schemes for roofs and exteriors thereof and proposed landscape planting. A filing fee, in the amount of \$20.00, may be required to accompany the submission of such application plans to defray Association expenses. Signed approval of the Environmental Control Committee is required by Sanpete County as part of the building permit application.

Section 3. The Environmental Control Committee shall approve or disapprove plans, specifications and details within thirty (30) days from the receipt thereof. One (1) set of said plans and specifications and details with the approval or disapproval endorsed thereon, shall be returned to the person submitting them and the other copy thereof shall be retained by the Association for its permanent files. The Association shall have the right to disapprove any plans, specifications or details submitted to it in the event the same are not in accordance with all of the provisions of these restrictions such as if the design or color scheme of the proposed building or other structure is not in harmony with the general surroundings of such Lot or with the adjacent buildings or structures; if the plans and specifications submitted are incomplete or if the Association deem the plans, specifications or details, or any part thereof, to be contrary to the interests, welfare or rights of all or, any part of the real property subject hereto or the Owners thereof. The decisions of the Association shall be final.

Section 4. The Environmental Control Committee shall not be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions nor for any structural or other defects in any work done according to such plans and specifications.

Section 5. The Environmental Control Committee shall have the authority to set up regulations as to the height, architectural plan and design and size requirements for all dwellings and all other types of outbuildings and structures, including fences, walls, copings, etc.

Section 6. No improvements shall be built unless they conform with all requirements of the federal, state and local governing authorities and the minimum building area restrictions as they may exist at the time of approval of the plans by the Association and all appropriate approvals have been given by the County. All of the Association's responsibilities and duties under this Article may be assigned to an Environmental Control Committee appointed by the Board of Trustees.

Section 7. Any buildings constructed in Aspen Hills Subdivision shall be made of fire resistant material according to Sanpete County building codes.

Section 8. A fuel break as prescribed by Sanpete County shall be at least 100 feet surrounding the cabin, trailer, shed, etc. or to the lot line. Fuel Break shall be accomplished by thinning the natural vegetation, removing dead plant material and by removing highly flammable vegetation.

Section 9. A property owner may appeal a decision of the Environmental Control Committee to the Board of Trustees at a scheduled meeting of the Board. In the event a resolution is not reached, the property owner may appeal to the Association an annual meeting. A vote of two thirds of the owners present at the meeting will decide the issue for or against the property owner and will be final.

ARTICLE IX
General Provisions

Section 1. Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and management policies and reservations and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Owners shall not have a cause of action against the Association should it decide not to enforce any restriction.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless amended. This Declaration may be amended by approval of a quorum as defined in Article VII, Section 5. A vote of at least two-thirds (2/3) majority of all members present at any annual meeting shall be required for acceptance. Any amendment must be recorded in the Office of the County Recorder before such amendment shall become effective.

Section 4. Rights of Lot Owners. The property rights of an Owner described in Article II of this Declaration are subject to this article and no owner shall be permitted to have the right to claim sole use or easement of enjoyment as to any Common Area or facility owned by the Association under this agreement against any future Owner or any portion of Aspen Hills Subdivision. An owner shall be entitled to such right of use and easement of enjoyment in the property described in this Article IX. At any time the Declaration, survey maps and plats for the Subdivision all consist of this Declaration and plat and survey maps initially effective hereunder as amended and expanded by all supplementary documents theretofore recorded pursuant to the terms hereof.

IN WITNESS WHEREOF, the undersigned have hereto set their hands and seals this 2 day of July 2008.

Accepted and approved pursuant to action by and through the Association's duly elected Board of Trustees who are its authorized representatives.

ASPEN HILLS OWNERS ASSOCIATION

By: C. Kent Player
C. Kent Player, President

By: L. Ray Winn
L. Ray Winn, Vice President

State of Utah

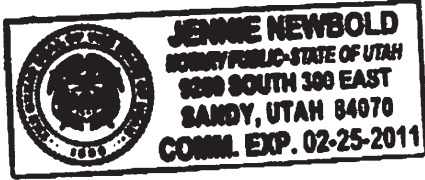
)

County of Salt Lake

:ss.

)

The foregoing instrument was acknowledged before me this 2 day of July 2008 by C. Kent Player and L. Ray Winn.



Jenne Newbold
Notary Public

Executed this 2 day of July 2008.

By C. Kent Player By L. Ray Winn