

Ent 278693 Bk 540 Pg 689  
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LES BARKER, Recorder  
GARFIELD COUNTY CORPORATION  
For: ENTRADA HOMES LLC

**FIRST AMENDMENT AND SUPPLEMENT TO DECLARATION**  
**OF COVENANTS AND RESTRICTIONS AFFECTING THE REAL PROPERTY**  
**KNOWN AS ASPEN VALLEY ESTATES**

This First Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions affecting the real property known as Aspen Valley Estates (hereafter referred to as "First Amendment and Supplement to Declaration") is made and executed this \_\_\_\_ day of September 2020, by Ezra Nielsen, the owner of more than 69% of the total lots located within Aspen Valley Estates.

**RECITALS**

A. **WHEREAS** The Declaration of Covenants, Conditions and Restrictions affecting the Real Property known as Aspen Valley Estates, (the "Declaration") was properly executed and recorded in the Office of the County Recorder of Garfield County, Utah, on May 29, 2007 in Book 415 Page(s) 311 through 322, Entry No. 00244840. The Declaration describes certain real property identified as Lots 1 through 49 of Aspen Valley Estates Subdivision, according to the Official Plat thereof on file in the Office of the Recorder, Garfield County, State of Utah, as more particularly described in Exhibit "A".

B. **WHEREAS** Paragraph 22 of the Declaration provides, among other things, that the Declaration may be modified, amended, repealed, or changed with an affirmative vote of more than sixty-six (66%) percent vote of the Lot Owners of the Association or that the Amendment may occur prior to organization of the Association.

C. **WHEREAS** At the time of the execution of this First Amendment Supplement to Declaration, Entrada Holdings Group, LLC owns 34 lots, constituting sixty-seven (69.4%) percent of the Lots within the Aspen Valley Estates, and Entrada Holdings Group, LLC does hereby elect to amend the Declaration.

D. **WHEREAS** in addition to Entrada Holdings Group, LLC, certain undersigned lot owners also stipulate and agree to amend this First Amendment and Supplement to Declaration.

E. **WHEREAS** based upon the foregoing, and upon affirmation approval of 81.6% percent of the Lot Owners of Aspen Valley Estates, the undersigned does hereby amend and supplement the Declaration as set forth below, but to the extent the Declaration is not specifically amended hereunder, the Declaration shall remain in full force and effect except to the extent that it is amended and supplemented herein.

**NOW, THEREFORE**, for the foregoing purposes and pursuant to the provisions of the original Declaration, the Association executes this First Amendment and Supplement to Declaration and hereby declares as follows:

**Paragraph 1. Land Use and Building Type, is hereby revoked in its entirety and amended to read as follows:**

**Paragraph 1. Land Use and Building Type.** Except as permitted hereafter, no more than one detached single family residence, not to exceed two stories above the ground and not more than a total of 22 feet above ground level as measured from the highest elevation of the finished floor which is attached to either the stem wall, basement wall, slab on grade, or directly to the footing, whichever condition exists, and measured to the elevation of the highest top plate of the exterior wall, excluding roof, will be allowed on any lot. Each residence shall have a minimum of two garages and a living area of no less than fourteen hundred (1,400) square feet. All residences shall be either partially paved or hard packed to the street connecting the garage and driveway with the street allowing safe ingress and egress.

All construction shall be of materials approved by the Architectural Committee. No pre-fabricated, pre-built, manufactured or modular dwellings may be moved onto or constructed on the Property. All dwellings shall be of stick-built, on-site construction of good quality workmanship and materials. For purpose of this section, mobile or manufactured home is defined as residential dwelling unit designed for transportation on streets or highways on its own wheels or on flatbed or other trailers, and arriving at the site where it is to be occupied as a dwelling complete and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks, or other temporary or permanent foundations, connections to utilities, and the like.

**Paragraph 8. Landscaping, is hereby revoked in its entirety and amended to read as follows:**

**Paragraph 8. Landscaping:** All front Lots, from the front property line back to the front of the home, must be totally landscaped within 12 months after the completion of the home or the occupancy of any dwelling on said Lot. Although landscaping that requires minimal usage of water is acceptable and encouraged, all Lots must be landscaped and maintained free of weeds. Xeroscaping is encouraged but not required. Small hobby type gardens are permitted. A general landscaping sketch plan shall be provided to the ACC for approval prior to commencing landscaping. Should excessive growth occur, the owner shall be notified of such condition and

shall be given thirty (30) days to correct the same, after which time the ACC may order such correction affected, the expense of which shall be charged to the owner of the undeveloped lot or lots. Any lot utilized for short term rentals must have a fully landscaped front yard and the useable rear yard area must be enclosed with a sight obscuring vinyl fence with a minimum height of six feet. For purposes of this Declaration, a rear yard shall be defined as all lot area behind the outside rear wall of the residence which is useable as a rear yard.

**Paragraph 11. Fences, Walls, Hedges and Shrubs, is hereby revoked in its entirety and amended to read as follows:**

**Paragraph 11. Fences, Walls, Hedges and Shrubs.** No fence, wall or hedge shall be constructed except after approval and review by the ACC, and all fences shall be designed and constructed so as to be compatible with the neighborhood and not offensive or create a nuisance on other persons residing in the subdivision. All fences and walls shall be constructed of new vinyl material which enhances the appearance of the landscape, and shall not be of metal chain link, wood, or other materials not approved by the ACC. Chain-link fences for animal containment purposes, with proper screening from neighbors and public view, may be acceptable on approval of the ACC.

All fences shall be kept in good repair, and no fence, wall, or hedge shall exceed an overall height, as measured from the top of the footing to the top of the fence, wall, or hedge, in excess of eight (8) feet, not including retaining walls. No walls, fences, or hedges may exceed an overall height of four (4) feet in front yard setback areas and shall be subject to the conditions contained in Paragraph 12. All fences or walls on lots with drainage or water flow must not hinder or alter that natural flow or drainage.

**Paragraph 14. Commercial Activities Prohibited, is hereby revoked in its entirety and amended to read as follows:**

**Paragraph 14. Commercial Activities Prohibited excepting Lots 44, 45, 46, & 47:** Except as approved by the ACC, no lot owner shall at any time conduct or permit to be conducted on any residential lot any trade or business of any description, either commercial or non-commercial, which requires pedestrian or vehicular traffic to come to the lot for the commercial purposes, including but not limited to day care, youth schools and similar home occupations.

Renting or leasing a residential unit or any part of a residential unit, for less than 30 days or nights which is furnished for temporary lodging to a traveling party vacations or business trips through various services, including but not limited to short term vacation rentals through service providers such as AirBnB and VRBO are not considered commercial activities provided both front and rear yard landscaping is completed and the useable rear yard area is completely enclosed by a sight obscuring fence with a minimum height of six feet. The number of cars permitted for any short or long-term rental shall be limited to the number of garage spaces on the

Lot, and shall in no case exceed three vehicles. The rental shall be clearly identifiable, marked or numbered for easy identification, and shall be lighted during night time hours. No vehicles or trailers shall be permitted to be parked on the street during any rental period, and all vehicles must be parked in the garage or on the driveway.

Provided Lots 44, 45, 46 and 47 are granted access from Highway 89 and re-zoned commercial or highway services by Panguitch City, the same may be utilized for commercial purposes.

**Paragraph 18. Architectural Control Committee, is hereby revoked in its entirety and amended to read as follows:**

**Paragraph 18. Architectural Control Committee.** The Architectural Control Committee ("ACC") shall be that Committee which controls, reviews and approves the construction and design of buildings upon the property. No dwelling, building, fence, or wall shall be erected, altered, placed, or permitted to remain on any lot without prior written approval of plans and specifications therefor by the ACC. Said plans and specification shall show the location of the structure on the lot, materials to be used, external design, and location with respect to the topography and finish grade elevation. All dwellings, structures and garages shall have their exterior colors approved by the ACC. No fence, wall, outbuilding or other construction shall be erected, placed, or altered on any lot without approval of the ACC. Any modification, alteration, (including repainting), or any existing structure shall also require approval of the ACC. The ACC shall not charge a plan review fee or a Lot plan fee for the construction or improvement of a lot which is required for approval prior to construction on any lot which exceeds the actual cost of reviewing and approving the Lot plans, including any engineering costs or fees assessed by a professional engineer.

The ACC shall consist of three members duly elected by a majority of the Lot Owners, except that one Committee member shall be appointed by Entrada Property Holdings, LLC until the sale of 75% of all Lots in a Phase are sold, at which time the remaining two members shall be elected by majority vote of the Lot Owners to serve with Entrada Property Holdings, LLC until all lots are developed. Any property owner seeking to construct a new home or other appurtenant structure, or to add to or modify any portion of the exterior of an existing home, shall submit the plans to the ACC for review. A modification of the home exterior will include decks, fences, garages, stand alone or attached metallic constructed vehicle coverings, outdoor painting that would change approved color, and any other similar alterations which are effected outside the dwelling.

No construction, change, modification, or alteration, for which plans are to be submitted to the ACC pursuant to this Declaration, shall commence until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same have been submitted to and approved in writing by the ACC as to the harmony of the external design and location in relation to surrounding structures and topography, size, estimates of cost, and other such factors as the ACC considers necessary, appropriate, and relevant to maintain property values of nearby properties. In the event the ACC fails to approve or disapprove such design and location plan

within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and full compliance with this section of the Declaration will be deemed to have occurred.

In spite of the foregoing provisions, the ACC shall have no affirmative obligation to be certain that all elements of the design comply with the restrictions contained in this Declaration, and no member of the ACC shall have any liability, responsibility, or obligation, whatsoever for any decision or lack thereof, in carrying out of duties as a member of such committee. Such committee and its members shall have only an advisory function, and the sole responsibility for compliance with all of the terms of this Declaration shall rest with the homeowner. Each homeowner agrees to save, defend, and hold harmless the ACC and each of its members on account of any activities of the ACC relating to such Owner's Property or buildings to be constructed on his or her property.

The approval of building plans and specifications shall not be unreasonably withheld by the ACC. The Committee shall, however, have the sole and absolute discretion to evaluate plans and specifications for the purpose of assuring that the proposed buildings and fences are consistent with the use contemplated by these Restrictive Covenants, that the plans and specifications are in all particulars consistent with applicable laws and ordinances and that the proposed construction is aesthetically consistent with the objectives herein set forth. Any Owner or building may not, however, rely on the opinion of the ACC as to whether the plans meet the applicable laws and municipal ordinances in place at the time of construction. It shall be the sole and exclusive responsibility of the owners of the lots within the Subdivision to be sure that all laws and ordinances are complied with in connection with their construction.

The ACC shall enforce the Declaration, and shall have authority to take whatever enforcement action is necessary to require compliance with the Declaration, including but not limited to assessing fines, entering onto the Lot to make the necessary corrections, or to otherwise to take whatever actions are necessary to bring a Lot into compliance with Declaration.

**Paragraph 20. Easements, is hereby revoked in its entirety and amended to read as follows:**

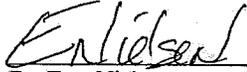
**Paragraph 20. Easements.** Easements for installation and maintenance of utilities and drainage are reserved, as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may impede ingress and egress. The easement area of each Lot shall be maintained continuously by the Owner except for those improvements for which a public or utility company is responsible. Other than easements established by plat of record, no easement, license, permit or grant of access over or across any Lot, or portion of Lot, shall be granted by an Owner for purposes of granting ingress or egress or other vehicular access to any property within or without the subdivision. Any culvert located within an easement which is installed for the conveyance of water under any driveway or street shall be at a minimum of 10". 18" is recommended.

Paragraph 23. Developer, is hereby revoked in its entirety.

Addendum B is hereby revoked in its entirety.

Executed the day and month first above written.

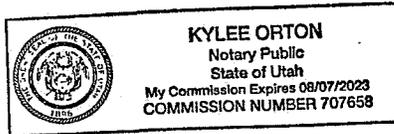
ENTRADA HOLDINGS GROUP, LLC



By: Ezra Nielsen  
Its: Manager

STATE OF UTAH )  
                  )ss.  
COUNTY OF IRON )

On the 13 day of ~~September~~ <sup>October</sup> 2020, personally appeared before me Ezra Nielsen, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same with proper authority and by resolution taken on behalf of the Aspen Valley Estates.

  
\_\_\_\_\_  
Notary Public

ASPEN VALLEY ESTATES  
ADDENDUM "A"

EXHIBIT "A" - LEGAL DESCRIPTION

ALL OF LOTS 1 THROUGH 49, ASPEN VALLEY ESTATES PHASE 1, A  
SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF,  
RECORDED IN THE OFFICE OF THE GARFILED COUNTY RECORDER.

Ent 244840 Bk 0415 Pg 0317<sup>7</sup>

Ent 278693 Bk 0540 Pg 0695