

PREPARED BY AND WHEN
RECORDED RETURN TO:

Blackstone Aspen, LLC
1155 East 2100 South, Suite 636
Salt Lake City, Utah 84106

Ent 384157 Bk 1067 Pg 1862-1874
Date: 16-NOV-2012 12:02:44PM
Fee: \$114.00 Check Filed By: MM
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: BLACKSTONE ASPEN LLC

**FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
FOR
ASPEN POINTE SUBDIVISION**

16th THIS FIRST AMENDMENT TO DECLARATION (this "Amendment") is adopted this day of NOVEMBER, 2012, by Blackstone Aspen, LLC, a Utah limited liability company (the "Declarant").

RECITALS

- A. The Declarant is the developer of the Aspen Point Subdivision located in Heber City, Wasatch County, Utah (the "Project"), which is more particularly described on Exhibit "A" attached hereto.
- B. The Declarant recorded a Declaration of Protective Covenants in the Official records of the Wasatch County Recorder on June 29, 2012, as Entry No. 380138, in Book 1058, at Pages 716-723 (the "Declaration").
- C. The Declarant wishes to amend the Declaration to provide for the formation of a homeowners association.
- D. The Declarant is the owner of more than three fourths (3/4) of the Lots in the Project and has the authority to amend the Declaration pursuant to Section E.2. thereof.

TERMS OF AMENDMENT

NOW, THEREFORE, for the reasons recited above, the Declaration is amended by adding the following provisions:

1. **Definitions.** As used in this Amendment, each of the following terms shall have the indicated meaning:

(a) “Assessment” means an Owner’s portion of the Common Expenses or any other amount charged by the Association.

(b) “Association” means the Aspen Pointe Homeowners Association, a nonprofit corporation, whose members shall be the owners of the Lots in the Project.

(c) “Common Areas” means the Detention Area Easement, the Open Spaces, the Common Utilities, and all other portions of the Project that are for the use of the Owners of all Lots in the Project.

(d) “Common Expenses” means:

(i) all sums lawfully assessed against the Owners;

(ii) expenses of administration, maintenance, watering, mowing, repair and replacement of the Common Areas;

(iii) expenses allocated by the Association among the Owners including, without limitation, the cost of Common Utilities; and

(iv) expenses agreed on as Common Expenses by the Association.

(e) “Common Utilities” means the electrical and other services and facilities servicing the Common Areas, together with such meters if owned by the Association.

(f) “Developed Lot” means a Lot on which a Dwelling has been legally approved for occupancy by Wasatch County.

(g) “Dwelling” means the residence, place of habitation, abode or living unit constructed on a Lot.

(h) “Lot” or “Lots” means the subdivided and recorded lot or lots within the Project and, where the context so requires, any Dwelling constructed thereon.

(i) “Owner” or “Owners” means the record owner or owners, whether one or more persons, of fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.

(j) “Plat” means the plat for the Project, recorded in the Official Records of the Wasatch County Recorder on April 27, 2007, as Entry No. 319347.

2. Association. All Owners shall belong to the Association. The Association shall exist for the purpose of managing, operating, maintaining, repairing and replacing, as necessary, the Common Areas.

3. Common Areas. The Common Areas shall be maintained in good repair and in accordance with the standards established by Wasatch County.

4. Board of Directors. The Association shall be operated and controlled by the Board of Directors, subject to the following:

(a) Members of the Board of Directors. The Board of Directors shall be comprised of not less than three (3) qualified persons who shall be duly qualified, elected or appointed in the manner set forth below. The Board of Directors may increase its size to not more than six (6) members.

(b) Voting. Each Lot shall have one (1) vote. The following restrictions apply to voting on Association issues, including, but not limited to, the election of Board of Directors members: (i) when more than one person owns or holds an ownership interest in a Lot, the vote for such Lot shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting, and in the absence of such advice the vote of the Lot shall be suspended in the event more than one person seeks to exercise it; (ii) if an Owner has leased such Owner's Dwelling, then such Owner may, in the lease or other written instrument, assign the voting right appurtenant to that Lot to such Owner's tenant, provided that a copy of such instrument is furnished to the Secretary of the Association prior to any meeting; and (iii) the Board of Directors has the right to suspend an Owner's right to vote if such Owner is not current on the payment of such Owner's Assessments or is in material violation of any of the terms, covenants or provisions set forth in this Declaration.

(c) Composition of Board of Directors. The Declarant shall have the exclusive right to appoint all of the members of the Board of Directors until the occurrence of the earlier of the following events (either, a "Transfer Event"), at which time control of the Board of Directors (subject to the perpetual right of the Declarant to appoint one (1) member of the Board of Directors) shall be transferred by the Declarant to the Owners and the Owners shall elect the Board of Directors:

(i) within forty-five (45) days after the date on which the Declarant has sold or transferred all Lots in the Project to unrelated third parties; or

(ii) at such time as the Declarant elects in writing to transfer management and control of the Association.

The initial members of the Board of Directors shall be _____, _____ and _____. Anything to the contrary contained in this Declaration notwithstanding, one (1) person designated by the Declarant shall always remain a member of the Board of Directors if the Declarant so desires.

(d) Terms. Board of Directors members shall be elected and/or appointed to serve two (2) year terms.

(e) Qualifications. To qualify to serve on the Board of Directors, a person must be an individual Owner or the legal representative of an organizational Owner in good standing or may be a person other than an Owner if appointed by the Declarant.

(f) Vacancies. Any vacant seat on the Board of Directors shall be filled by the Declarant prior to a Transfer Event. After a Transfer Event, a vacant seat shall be filled by a person that is an Owner duly qualified, elected or appointed to fill such vacancy, subject to Paragraph 4(i).

(g) Dismissal. Any member of the Board of Directors who fails on three (3) successive occasions to attend Board of Directors meetings (whether regular or special) or who has failed to attend at least twenty-five percent (25%) of all Board of Directors meetings (whether regular or special) held during any twelve (12) month period shall automatically forfeit such member's seat. In such cases, the remaining Board of Directors members shall elect a replacement to sit on the Board of Directors until the next meeting of the Members of the Association.

(h) Removal of Board of Directors Member. Except for members of the Board of Directors appointed by the Declarant prior to the occurrence of a Transfer Event, members of the Board of Directors may be removed at any time by the affirmative vote of at least a majority of the Owners. (As used in this Declaration, "a majority of the Owners" refers to a majority of the Lots, irrespective of the number of Owners.)

(i) Replacement. Unless a member of the Board of Directors is removed by the affirmative vote of a majority of the Owners, such member shall be replaced by an appointment of the remaining members of the Board of Directors. A member of the Board of Directors removed by the affirmative majority vote of the Owners shall be replaced by the majority vote of the Owners present in person or by proxy at a special meeting called for that purpose. Anything to the contrary notwithstanding, the Declarant shall be entitled to replace all members of the Board of Directors appointed by the Declarant.

(j) Completion of Term. Unless such member forfeits or otherwise loses such member's seat as provided in this Declaration, a member shall serve on the Board of Directors until such member's successor qualifies and is properly elected by the Owners or appointed by the Declarant.

(k) No Compensation. Members of the Board of Directors shall not be compensated for their services but shall be reimbursed for all expenses reasonably incurred in connection with Board of Directors business and approved by the Board of Directors.

5. Officers and Agents of the Association. The Board of Directors is the agent of the Association and shall perform its functions through those Owners or Declarant appointees elected as officers of the Association by the Board of Directors. The Board of Directors may also perform its duties through such agents or employees as the Board of Directors may employ or appoint. Any Association officer, agent or employee may at any time be removed, with or without cause, by the affirmative vote of a majority of the members of the Board of Directors; provided, however, any "officer" so removed shall continue to be a member-at-large of the Board of Directors. One (1) member may hold more than one (1) office at the same time, except that of President and Secretary. The officers of the Association, and their respective powers and functions, shall be as follows:

(a) President. The President shall be a member of the Board of Directors and the chief executive of the Association and shall exercise general supervision over the property and affairs of the Association. The President shall preside over all meetings of both the Board of Directors and the members of the Association. The President shall execute all instruments on behalf of the Board of Directors, unless the President chooses to delegate that authority to another Board of Directors member.

(b) Vice President. The Vice President shall assist the President and shall have all the powers of the President in the event of the latter's absence or inability to act.

(c) Secretary. The Secretary shall keep minutes of all of the meetings of the Board of Directors and of the Members of the Association, as well as all other books and records which are required or made necessary.

(d) Treasurer. The Treasurer shall have custody and control of the funds available to the Board of Directors. The Treasurer shall cause to be prepared an annual financial statement for each fiscal year of operation. The financial books and records of the Association shall be kept in accordance with generally accepted accounting practices. The offices of Secretary and Treasurer may be held by the same Board of Directors member.

6. Board of Directors Meetings. A regular meeting of the Board of Directors shall be held immediately after the adjournment of each annual Owners' meeting or at such other time as the members of the Board of Directors may decide. Other regular meetings shall be held at periodic intervals at such time and place as the Board of Directors may determine, but no less than once each quarter. No notice need be given of regular Board of Directors meetings. Special Board of Directors meetings shall be held whenever called by the President or by any two (2) members of the Board of Directors. Written notice of all special meetings shall be delivered to each member of the Board of Directors at least twenty-four (24) hours before the time fixed for the meeting. The propriety of holding any meeting which is attended by all members of the Board of Directors may not be challenged on grounds of inadequate notice. A quorum for the transaction of business at any Board of Directors meeting shall consist of a majority of all the Board of Directors members then in office.

7. Status and General Authority of Board of Directors. Any instrument executed by an officer of the Association or by the Board of Directors that recites facts which, if true, would

establish the power and authority to accomplish through such instrument what is purported to be accomplished thereby, shall conclusively establish said power and authority in favor of any person who in good faith and for value relies on said instrument. The Association shall constitute a legal entity capable of dealing in its own name. The Board of Directors shall have, and is granted, the following authority and powers:

(a) To Enter. The power and authority to enter on any Lot to make repairs and to do other work necessary for the proper maintenance and operation of any easement, right-of-way, utility or the Common Areas. Except in the case of an emergency, residents shall be given at least twenty-four (24) hours' prior notice before the Board of Directors or its representative shall exercise this power. In the event of an emergency entry without notice, the person entering the property shall leave in a conspicuous place written notice stating such person's name and title as well as the day, date, time and purpose of the entry.

(b) Grant Easements. The authority, without the vote or consent of any other person, to grant or create, on such terms as the Board of Directors deems advisable, reasonable permits, licenses, and non-exclusive easements over, under, across, and through the Project as reasonably necessary or useful for the proper maintenance, operation or regulation of the easements, rights-of-way, utilities and Common Areas.

(c) Execute Documents. The authority to execute and record, on behalf of all Owners, any amendment to this Declaration which has been approved by the vote or consent necessary to authorize such amendment.

(d) Standing. The power to sue and be sued.

(e) Enter Into Contracts. The authority to enter into contracts which in any way concern the Association, easements, rights-of-way, utilities or the Common Areas.

(f) Promulgate Rules. The authority to promulgate such reasonable rules and regulations as may be necessary or desirable to aid the Board of Directors in carrying out any of its functions or to insure that the easements, rights-of-way, utilities and Common Areas are maintained and used in a manner consistent with their original design and construction.

(g) Delegation of Authority. The power and authority to delegate its duties, in whole or in part, to a manager or management company.

(h) All Other Acts. The power and authority to perform any and all other acts and to enter into any other transactions which may be reasonably necessary in order for the Board of Directors to perform its functions for and on behalf of the Owners.

Anything to the contrary contained in this Declaration notwithstanding, while the Declarant controls the Association and before the occurrence of a Transfer Event, any amendments to this Declaration must be approved in writing and in advance by the Declarant.

8. Owner's Meetings. The members of the Association shall meet as follows:

(a) Annual Meeting. The annual meeting of the Owners shall be held at 7:00 p.m. on the second Thursday of _____ of each year unless otherwise determined by the Board of Directors. Whenever such day is a legal holiday, the meeting shall occur on the first business day thereafter. At least ten (10) but not more than thirty (30) days before the date of the annual meeting, a written notice thereof shall be delivered in person or mailed by regular U.S. Mail, postage prepaid, to each person who appears as an Owner at such person's last known address as shown on the books and records of the Association. The notice shall state the day, date, time, place and general purpose of the meeting.

(b) Special Meetings. Special meetings of the Association may be called at any time by the Board of Directors or by Owners who collectively hold at least thirty percent (30%) of the total vote. Such meeting shall be held at such place as the Board of Directors may specify and the notice thereof, which must be sent by the Board of Directors, shall state the day, date, time, place and matters to be considered as the meeting. No items other than those expressly set forth in the notice may be addressed at the special meeting.

(c) Waiver of Notice. No notice of any meeting of the Owners shall be required if a waiver of such notice is signed by all of the Owners. Whenever all of the Owners meet in person or by proxy, such meeting may not be challenged on grounds of inadequate notice.

(d) Quorum. The presence of a majority of the Owners entitled to cast a vote shall constitute a quorum for the transaction of business at any Owner's meeting. If a quorum is not present at any Owner's meeting, whether regular or special, the meeting may be adjourned and rescheduled for a time no earlier than forty-eight (48) hours and no later than thirty (30) days after the time set for the original meeting. Those Owners present at the rescheduled meeting shall constitute a quorum. Anything to the contrary notwithstanding, in any instance in which this Declaration requires the affirmative vote of a certain number of Owners for authorization or approval of a matter, the written consent of such number of Owners, is sufficient authorization or approval of the item, regardless of the quorum requirements.

9. Common Income, Expenses and Voting Rights. The common income of the Association shall be allocated, the Common Expenses shall be charged, and the voting rights shall be allocated to the Owners equally, except as otherwise expressly provided in this Declaration with regard to Water Costs. Each Owner, on receipt of a deed or other document of conveyance or transfer to a Lot, agrees to and shall pay such Owner's portion of the Common Expenses or any other Assessment levied against such Owner or such Owner's Lot, including any fines resulting from a violation of this Declaration or any rule or regulation adopted by the Board of Directors.

(a) Declarant. Anything to the contrary notwithstanding, the Declarant shall not be obligated to pay Assessments on any Lots owned by the Declarant until such time as the occurrence of the earlier of the following:

(i) the physical Dwelling structure on the Lot has been substantially completed, a certificate of permanent occupancy has been issued and the Lot has been sold or rented; or

(ii) the Declarant elects in writing to pay the Assessment.

(b) Purpose of Common Expenses. The Assessments provided for in this Declaration shall be used for the general purpose of operating the Association as well as maintaining, repairing and replacing the easements, rights-of-way and Common Areas.

(c) Budget. At least thirty (30) days prior to the annual meeting of the Owners, the Board of Directors shall prepare and deliver to the Owners a proposed budget which:

(i) shall set forth an itemization of the anticipated Common Expenses for the twelve (12) month calendar year, commencing with the following January 1; and

(ii) shall be based on advance estimates of cash requirements by the Board of Directors to provide for the payment of all estimated expenses growing out of or connected with the operation, maintenance, repair and replacement of the easements, rights-of-way and Common Areas, as well as the management of the Association.

(d) Approval of Budget and Assessments. The proposed budget and the Assessments shall become effective unless disapproved at the annual Owner's meeting by the affirmative vote of a majority of the Owners. Notwithstanding the foregoing, however, if the Owners disapprove the proposed budget and Assessments or the Board of Directors fails for any reason to establish the budget and Assessments for the succeeding year, then and until such time as a new budget and Assessment schedule shall have been established, the budget and Assessment schedule in effect for the then current year shall continue for the succeeding year.

(e) Method of Payment of Assessments. The Board of Directors has the sole authority and discretion to determine how and when any Assessment is to be paid.

(f) Personal Obligation of Owner. Each Owner is personally liable to pay any Assessment levied by the Board of Directors against such Owner or such Owner's Lot; provided, however, no mortgagee or beneficiary under a first position mortgage or deed of trust that obtains title to a Lot pursuant to the remedies provided in the mortgage or trust deed shall be liable for unpaid Assessments which accrued prior to the acquisition of title.

(g) Equitable Changes. If the aggregate of all monthly payments on all of the Lots is too large or too small as a result of unanticipated income or expenses, the Board of

Directors may from time to time effect an equitable change in the amount of said payments. Owners shall be given at least thirty (30) days' prior written notice of any increase in the amount of the Assessment.

(h) Reserve Account. The Board of Directors shall establish and maintain a reserve account to pay for unexpected operating expenses and capital improvements.

(i) Statement of Common Area Assessments Due. On written request, the Board of Directors shall furnish to any Owner a statement of Assessments due, if any, on such Owner's Lot.

(j) Superiority of Common Area Assessments. All Assessments and liens created to secure the obligation to pay an Owner's share of the Common Expenses are superior to any homestead exemptions to which an Owner may be entitled, which exemptions an Owner, by accepting a deed or other document of conveyance or transfer to a Lot, expressly subordinates or waives.

(k) Suspension of right to Vote for Non-Payment. At the discretion of the Board of Directors, the right of an Owner to vote on issues concerning the Association may be suspended if the Owner is delinquent in the payment of such Owner's Assessments and has failed within ten (10) days after delivery of written notice of the default to cure or make satisfactory arrangements to cure the default.

10. Special Assessments. The Board of Directors, with the affirmative consent or approval of at least a majority of the Owners, may levy a special Assessment to pay for unanticipated expenses, a budget shortfall or any capital improvement.

11. Fines and Individual Assessments. The Board of Directors may fine Owners and residents for the failure to comply with this Declaration or any rules and regulations adopted from time to time. In addition, individual assessments may be levied by the Board of Directors against a Lot or its Owner to compensate or reimburse the Association for:

- (a) costs incurred in enforcing or construing this Declaration;
- (b) costs associated with the maintenance, repair or replacement of any portion of the easements, rights-of-way and Common Areas damaged by an Owner or resident;
- (c) any other charge, fee or expense designed by the Board of Directors as an individual assessment; and
- (d) attorney's fees, late fees, default interest and collection costs;

provided, however, that no fine or individual assessment shall be final until after the Owner or resident shall have received written notice thereof and a reasonable opportunity to be heard. After notice and hearing, the decision of the Board of Directors shall be binding, final and conclusive.

12. Collections. Assessments, fines and other monetary charges shall be collected as follows:

(a) Apportionment and Collection of Assessments. The amount of Common Expenses assessed against each Lot is a debt of the Owner at the time the Assessment is made and is collectible as such. A lawsuit or cause of action brought to recover a money judgment for unpaid Common Expenses is maintainable without foreclosing or waiving the lien securing it. If any Owner fails or refuses to make any payment of the Common Expenses when due, that amount constitutes a lien on the interest of the Owner in the Lot, and on the recording of notice of lien, constitutes a lien on the Owner's interest in the Lot first in priority to all other liens and encumbrances, recorded or unrecorded, except:

(i) tax and special assessment liens on the Lot in favor of any assessing unit or special improvement district; and

(ii) encumbrances on the interest of the Owner recorded prior to the date such notice is recorded which by law would be a lien prior to subsequently recorded encumbrances.

(b) Late Fees and Accruing Interest. A late fee in the amount of Twenty-Five Dollars (\$25) or five percent (5%) of the delinquent amount, whichever is greater, shall be assessed on payments received more than ten (10) days after their due date. Simple interest at the rate of one and one-half percent (1.5%) per month shall accrue on all delinquent accounts. The Board of Directors may, in its sole discretion and under circumstances that the Board of Directors deems fair and just, elect to waive late fees and accruing interest but the Board of Directors is not required to do so.

(c) Foreclosure of Lien and/or Personal Judgment. The Board of Directors may elect to institute a lawsuit, foreclose a lien or both in order to collect past due obligations.

(d) No Waiver. No Owner may waive or otherwise exempt such Owner from liability for such Owner's portion of the Common Expenses or the payment of any Assessment, fine or other monetary charge provided for in this Declaration by the abandonment of such Owner's Lot.

(e) Duty to Pay Independent. No reduction or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Board of Directors to take some action or perform some function required to be taken or performed by the Association or Board of Directors under this Declaration, or for inconvenience or discomfort arising from the operation, maintenance, repair or replacement of the easements, rights-of-way or the

Common Areas, or from any action taken to comply with any law, ordinance or order or directive of any municipal or other governmental authority, since the obligation to pay Common Expenses and Assessments is a separate and independent covenant on the part of each Owner.

(f) Foreclosure of Lien as Mortgage. The lien for nonpayment of Assessments may be enforced by sale or foreclosure of the Owner's Lot. The sale or foreclosure shall be conducted in the same manner as foreclosures of mortgages or in any other manner permitted by law. In any foreclosure or sale, the Owner shall pay the costs and expenses of such proceedings, including, but not limited to, the cost of recording the notice of lien, certified mailing or personal service, foreclosure report and reasonable attorneys' fees. In the foreclosure action, the Association may require the appointment of a receiver to collect the rental without regard to the value of the mortgage security. The Association may bid for the Lot at foreclosure or other sale and hold, lease, mortgage or convey the same.

(g) Attorney-in-Fact. Each Owner by accepting a deed or other document of conveyance or transfer to a Lot irrevocably appoints the Association as such Owner's attorney-in-fact to collect rent from any person renting such Owner's Dwelling, if the Dwelling is rented and such Owner is delinquent in the payment of such Owner's portion of the Common Expenses or any Assessment or fine. Rent due shall be paid directly to the Association, on written demand, until such time as the Owner is current on such Owner's obligations to the Association. Such Owner shall credit such Owner's renter, against rent due, an amount equal to the amount of money paid by the renter to the Association.

13. Insurance. The Board of Directors may purchase and maintain appropriate property, liability and directors' and officers' insurance coverage as well as a fidelity bond covering those persons handling and responsible for monies of the Association.

14. Covenants to Run With the Land. The Declaration and this Amendment shall apply to all of the Project. This Declaration and all the provisions hereof shall constitute covenants running with the land and equitable servitudes, and shall be binding on and shall inure to the benefit of the Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or the Project and their respective grantees, transferees, heirs, devisees, personal representatives, successors and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of the Declaration and this Amendment and the provisions of any rules, regulations, agreements, instruments, supplements, amendments and determinations contemplated by the Declaration and this Amendment. By acquiring any interest in a Lot, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of the Declaration and this Amendment.

15. Enforcement and Right to Recover Attorneys' Fees. If the Association, the Board of Directors or an aggrieved Owner takes any action to enforce or construe this Declaration or any rules and regulations adopted from time to time, or to pursue any remedy provided in this Declaration or by applicable law, including a claim for injunctive relief or damages, whether such remedy is

pursued by filing suit or otherwise, the non-defaulting party shall be entitled to recover such party's reasonable attorneys' fees, costs and expenses which may arise or accrue.

16. Limitation of Liability. The protective covenants, conditions and restrictions set forth in this Declaration, together with any rules and regulations adopted by the Board of Directors, are established for the benefit of the Project and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act or failure to act of the Declarant or the Board of Directors or any of its members shall be exempt from any civil claim or action, including negligence, brought by any person owning or having an interest in any Lot. The Board of Directors and its members shall be indemnified, saved and held harmless from any such action or failure to act, and exempt from any civil claim or action which may result from any act or failure to act (whether intended or implied) while functioning as a member of the Board of Directors, or for decisions that they may render during the course of their service, unless said party is guilty of gross negligence.

17. Effect of Amendment. Except as expressly amended by this Amendment, all terms of the Declaration shall continue in full force and effect. In the event of an inconsistency between the Declaration and this Amendment, the terms of this Amendment shall apply.

THE DECLARANT has executed this Amendment on the date set forth above.

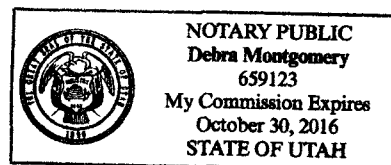
Blackstone Aspen, LLC,
a Utah limited liability company

By: [Signature]
Richard L. Hansen, Authorized Representative

State of Utah)
 Wasatch: ss.
County of ~~Salt Lake~~)

The foregoing instrument was acknowledged before me this day of October, 2012, by Richard L. Hansen, an authorized representative of Blackstone Aspen, LLC, a Utah limited liability company, on behalf of Blackstone Aspen, LLC, by authority of a Certified Authorization dated October 3, 2012.

[Signature]
Notary Public



"EXHIBIT A"

Lot Nos. 1 through 81, inclusive, the Aspen Pointe Subdivision, according to the Official Plat thereof, on file and of record with the Wasatch County Recorder, together with all common areas and other property contained within the Aspen Pointe Subdivision.

Parcel ID Nos.

00-0020-5986/0AS-0001-0-005-045	00-0020-6027/0AS-0042-0-005-045
00-0020-5987/0AS-0002-0-005-045	00-0020-6028/0AS-0043-0-005-045
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