

ANN B. O'BRIEN-COUNTY OF CARBON
1997 JUL 21 10:52 AM FEE \$100.00 BY
REQUEST: ROGER NELSON

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ASPEN COVE AT SCOFIELD SUBDIVISION

PLAT A

WHEREAS THIS DECLARATION, made this 7th day of January, A. D., 1997 by American Recreation & Sports, Inc., a Utah Corporation, dba Aspen Cove at Scofield.

WHEREAS, Aspen Cove at Scofield is the owner of certain real property in the County of Carbon, State of Utah, which is more particularly described as Aspen Cove Subdivision Plat "A", according to the recorded Plats thereof. Plat "A" is a 48-lot first phase of a multi-phase Mountain Home Recreational Subdivision which has been zoned and given concept approval for a total of 158 lots comprising approximately 632 acres. Future phases shall be designated as Plats B, C, etc.

WHEREAS, American Recreation & Sports, Inc. 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 Plat "A" and to this end, will convey the real property described in Plat "A" subject to the covenants, restrictions, easements, 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, American Recreation & Sports, Inc., dba as Aspen Cove at Scofield, in order to insure that the purposes of this declaration are carried out, will cause or has caused the creation of "Aspen Cove at Scofield Homeowners Association, Inc." (Hereinafter referred to as the Association) with the power of administering and enforcing the covenants, conditions and restrictions 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.

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 such maintenance and/or improvement of the properties and systems herein described.

NOW THEREFORE, American Recreation & Sports, dba as Aspen Cove at Scofield, declares that the real property in said Aspen Cove at Scofield PLAT "A" 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

SECTION 1. 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:

(A) "Association" shall mean and refer to Aspen Cove at Scofield Homeowners Association.

(B) "Properties" shall mean and refer to the real property shown in the recorded plat of Aspen Cove at Scofield Plat "A".

(C) "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 Plat "A" as recorded for Aspen Cove at Scofield.

(D) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties which the exception of the Common Area as heretofore defined.

(E) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(F) "Owner" shall mean and refer to the record owner, whether one or more persons or entitles.

(G) "Declarant", "Declarer", or "Developer" shall mean and refer to American Recreation & Sports and/or its dba Aspen Cove at Scofield or future assignees.

(H) "Architectural Control Committee" shall mean the committee of three or more persons appointed by the Management Committee of the Aspen Cove at Scofield Homeowners.

Association, Inc., to review and approve the plans for all improvements to be constructed on the Properties.

(I) "Management Committee" means those persons appointed by vote of the Members (Owners) to run the affairs of the "Association."

(J) "Plat" shall mean and refer to the final plat of Aspen Cove at Scofield Plat "A".

(K) "Declaration" shall mean this document, the "Declaration of Covenants, Conditions and Restrictions, Aspen Cove at Scofield, Plat "A".

ARTICLE II

THE ASSOCIATION

SECTION 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 and Bylaws of the Aspen Cove at Scofield Homeowners Association, Inc.

SECTION 2. Association Action; Management Committee 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 Management Committee and such officers as the Management Committee may elect or appoint. Such election or appointment shall be in accordance with this Declaration or the Bylaws and any amendments thereto.

SECTION 3. Powers and Duties of 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 Management Committee, and to enforce by mandatory injunction, or otherwise, all of those provisions.

(c) **Delegation of Powers.** The Association, acting by and through the Management Committee, 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.

(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 Management Committee, 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 that this culinary water system may be expanded upon Developed Common Area as designated on Plat "A" to better serve the existing Plat "A" owners, or to serve future phases planned for the entire development of Aspen Cove at Scofield which will be designated as Plats "B", "C", etc. Expansion for Plats "B", "C," etc. will be at the expense of the Developer or the Declarer.
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 Management Committee.** 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 excluding Declarant, the Management Committee shall not take any of the following actions:

1. Incur expenditures for capital improvements of Common Areas.
2. Pay compensation to members of the Management Committee or to officers of the Association for services performed in the conduct of the Association's business. However, the Management Committee may cause a Member of the Management Committee or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

(h) Size of Management Committee. The Management Committee shall consist of five members.

(i) Future Role of Management Committee. As Phases 2, 3, etc. of Aspen Cove at Scofield may be built and as Plats "B", "C", etc. may be recorded, similar or identical CC&R's will be filed and recorded to govern those additional lots. The Management Committee of the Association will be 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 1. Membership. Every person or entity who is an Owner as hereinabove 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 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 Declarant.

CLASS B: The Declarant.

ARTICLE IV

VOTING RIGHTS

SECTION 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 2. Class B Member. The Class B member shall be entitled to three votes for each Lot in which it holds the interest required for membership by Section 2 of Article III, provided that the Class B membership shall cease and become converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(B) January 2, 2007.

ARTICLE V

PROPERTY RIGHTS IN THE DEVELOPED OR UNDEVELOPED COMMON AREAS

SECTION 1. Title to Common Area. The Declarant 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 within two years of the conveyance of the first Lot to a Class "A" member.

SECTION 2. The water system for Aspen Cove at Scofield Subdivision Plat "A" (and for Plats B and C 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 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 Homeowners 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 Homeowners

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 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 Area/s 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, as provided in its Articles of Incorporation and By-Laws, 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 two-thirds (2/3's) 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 fifteen (15) days and not more than fifty (50) days prior to such dedication or transfer.

SECTION 4. Any Member may, in accordance with the By-Laws, 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 Homeowners Association) or delegate it to his tenants or contract purchasers provided they all reside on the property.

ARTICLE VI

COVENANT FOR MAINTENANCE AND/OR IMPROVEMENT

ASSESSMENTS

SECTION 1. Agreement to Pay. Declarant, for each lot owned by it, covenants and agrees after July 1, 1998, to pay to the Association the regular assessments and special assessments to be established, made and collected as provided in this declaration, except that Declarant will not be charged for Annual Scofield State Park Passes on lots which it owns.

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 2. Management & Assessment Body. The Management Committee of the Aspen Cove Homeowners Association shall be empowered to make regular and special assessments on owners.

SECTION 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 Area and Facilities or Undeveloped Common Area/s. The Homeowners Association Management Committee 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 area/s; 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 committee. Additionally, the Assessment shall cover the cost of purchasing an annual pass for each lot owner for the Utah State Park at Scofield which will allow residents to enjoy all the privileges associated with the Madsen Bay State Park as well as provide unrestricted access to the Park and to Aspen Cove at Scofield.

SECTION 4. Basis and Maximum of Annual Assessments. Each Lot shall, as hereinafter provided, be subject to an annual assessment of not more than \$360.00. The Management Committee of the Homeowners Association shall fix the annual assessment within this amount and may raise or lower said annual assessment within said maximum as they deem necessary in their discretion. From and after July 1, 1998, the maximum annual assessment may be increased or decreased by the assent of two-thirds (2/3's) 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 which setting forth the fact that the question of the change in the assessment limit shall be considered shall be sent to all members not less than fifteen (15) days and not more than fifty (50) days prior to the meeting.

SECTION 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, which may be collected on a monthly basis, 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 Undeveloped Common Area/s,

including the necessary fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3's) 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 fifteen (15) days and not more than fifty (50) days prior to the meeting.

SECTION 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 7. Date of Commencement of Annual Assessments for Lot Purchasers. Due Dates: The first annual assessment provided for herein shall commence as to all Lots on the first day of the month following the first conveyance of title for purchase of a lot. The first annual assessment will be prorated based on 12 months of the fiscal year from the 1st day of January to the 31st day of December of the following year. For the Second and each succeeding year thereafter, the annual assessment will be due and payable on July 1st. 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 8. Assessment Lien. The right to collect and enforce assessments is vested in the Management Committee 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 judgement for unpaid assessments together with all other obligations described herein shall be maintainable without foreclosing or waiving the lien rights.

SECTION 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 Management Committee or its authorized representatives in the collection of the amounts, including reasonable attorneys' 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.

SECTION 10. 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.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Appointment Duties. The Board of Directors of the Homeowners' 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 serve on the Committee when that persons 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 Committee is one year.

SECTION 2. Review by the Committee. All improvements upon Lots must have prior approval of the Committee. No structure, whether residence, accessory building, tennis court, swimming pool, antennae, whether on a structure or on a Lot, 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 therefore, 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.

SECTION 3. Procedure. The Architectural Control Committee shall approve or disapprove all plans and requests within ten (10) days after requests have been submitted. If the

Committee does not act within fifteen (15) days after submission, approval will not be required, and this Article will be deemed to have been fully complied with. 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 Committee 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 Committee 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 Committee 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 Committee shall resolve all questions of interpretation. They shall be interpreted in accordance with their general purpose and intent as herein expressed.

SECTION 4. Liability of Committee. The Architectural Control Committee 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.

ARTICLE VIII

EXTERIOR MAINTENANCE

SECTION 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.

SECTION 2. Upon the Owner's failure to maintain the exterior of any 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.

SECTION 3. Assessment of Cost. The cost of such maintenance referred to in Sections 1 & 2 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 Management Committee of the Homeowners Association, such maintenance cost under Section 2 of this Article may require a lump sum payment by lot owner within 30 days.

SECTION 4. Access at Reasonable Hours. For the purpose solely of performing the maintenance referred to in Sections 1 & 2 of this Article, the Association shall, through its duly authorized agents or employees, have the right, after reasonable 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 IX

SEPTIC TANK INSTALLATION AND MAINTENANCE

SECTION 1. Installation. Each lot in Aspen Cove Plat "A" 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. The installation or use of garbage disposals will not be permitted since these devices inhibit the effectiveness of Septic Tank Systems. Furthermore, each individual septic system must have a ground-level access port to enable inspection and service.

SECTION 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 X

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 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 or hotel purposes. Any lease rental which is either for a period of less than thirty (30) 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 or hotel purposes.

SECTION 2. Subdivision. No lot shall be re-subdivided and only one structure per lot may be used as living space.

SECTION 3. Set-Back Requirements and Building Height. Each home or other building constructed on a lot in Plat "A" 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 25 feet from the side or back lines of the lot. There will be a 36 foot building height limit.

SECTION 4. 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 5. Building Character and Construction. All buildings erected on the Properties shall be designed and constructed in accordance with following standards or guidelines:

(a) **Materials and color** - A similar palette of traditional materials such as wood, stone, stucco, logs, and earth-tone finishes for staining and trim should be used on homes through-out 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, cedar, stone, stucco or brick.

(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.

(c) 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 exterior walls.

(d) All buildings shall be completed within 12 months of beginning construction.

SECTION 6. 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 Declarant's discretion, other perimeter fencing materials may be used for the boundaries of Plat A 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 Article X, Section 6 (a). Such fencing shall not exceed six feet in height.

SECTION 6. Landscaping. As much natural vegetation as is practical shall be planted and maintained.

SECTION 7. 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 for disposal of such items. Garbage cans are to be inside garages, behind decorative fencing or otherwise hidden from view to the street.

SECTION 8. 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 be begin promptly and be built diligently.

SECTION 9. 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, nor parked on any street, road or Common area except while engaged in transport to or from a dwelling or the Developed or Undeveloped Common Area/s. 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.

Since Aspen Cove at Scofield Plat "A" 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) For a period of five years ending July 1st, 2002, campers, trailers or motor homes may be used on the property by the Owner for three days or less per week. This provision in no way allows extended or permanent use of such vehicles. This is provided to Owners for a limited time to use and enjoy the property before building a permanent structure.

(b) Use of campers, trailers or motor homes may be used on the property by the Owner, Builder or other Sub-Contractors during the 12-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 3 days per month. Stays longer than three days may be permitted rarely -- with written permission from the homeowners association only.

SECTION 10. 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 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 Management Committee of the Homeowners 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 detract from neighboring property owners.

(c) No sheep, goats, or other domesticated or undomesticated animals may be kept on Aspen Cove at Scofield lots, 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.

Enforcement: The Management Committee or the Homeowners Association, shall undertake such action as it is necessary to enforce the provisions hereof, in particular, the Committee, through its designee, may inspect for violation, investigate claimed violations, request prompt voluntary terminations of violations, take possession of violation animals and dispose thereof as the committee, in its sole discretion, deems appropriate. Additionally, the Management Committee of the Association may impose the following fines:

First Violation	\$25.00
Second Violation	\$50.00
Third Violation	\$100.00
Subsequent Violation	\$250.00

SECTION 11. 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.

SECTION 12. There shall be only one entrance/exit to and through each lot from the main subdivision road to minimize damage to the natural surroundings. Also, gravel surfaced driveways and parking areas are required on all lots.

SECTION 13. 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 14. 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 PLAT "A" of The Aspen Cove at Scofield Subdivision.

(b) All boats and other recreational vehicles of any kind, shall not be stored or parked on any Lots, except in a closed garage, or behind a visual screening.

(c) No motorized vehicle shall be driven in the Developed and Undeveloped Common Area/s except as authorized by the Association.

SECTION 15. Easements and Rights-of-ways. Easements and rights-of-way 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. A construction easement for existing subdivision roads shall also be given for cut and fill areas of the road as evidenced by such areas which are cut and/or filled on the lot.

The Declarant or its nominee 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 Common Area as may be required for the development of area/s adjacent to the property. Such installation shall be at the Declarant's or successor developer's cost.

SECTION 16. 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, at least initially, that roads will be plowed once snow-covered. However, additional assessments may have to be made to maintain the roads under snowy conditions. Snowmobile access may be quite feasible, but snowmobile trails on the property will not be groomed.

If substantial extended use is desired and approved by the Homeowners, such extended use may require additional water shares to be purchased by the owner that desires extended use. The additional share(s) must be turned over to the Homeowner's Association and can be used only by the lot the share(s) is/are applied to.

SECTION 17. Snowmobiling, Cross-Country Skiing, and Snow-Shoeing. It is not intended initially 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.

SECTION 18. No shooting or hunting. For the safety of its residents and subdivision neighbors, absolutely no shooting or hunting will be allowed on Aspen Cove at Scofield property.

SECTION 19. 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 20. Right of Association to Limit Guests and Adopt Other Rules and Regulations. The Homeowner's Association shall be empowered to limit the number of guests and to adopt other Association Rules and Regulation ("Association Rules") regulating the use and enjoyment of the Developed or Undeveloped Common Areas of the Subdivision.

SECTION 21. Right of Association to borrow. The Homeowner'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 22. Commercial Use. No part of the Subdivision 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, the Declarer, may operate a real estate sales office on the property as deemed necessary.

SECTION 23. 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 subdivision. 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.

SECTION 24. Fire Hazards, Open Fires, and Outside Barbecuing. 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 are surrounded by at least 12 feet of non-combustible gravel or other material. 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 barbecuing activity so that it cannot reignite. Gas or other commercial barbecues may be used provided they are on concrete pads with at least four feet of concrete surrounding the barbecue.

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.

SECTION 25. Since the main entry to Aspen Cove at Scofield is through the Madsen Bay State Park, owners are asked to be courteous to Rangers, obey all park rules and regulations while traveling through or using the Park facility. It is especially important for 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 full use privileges of all 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 Permit and obey all fishing laws set forth by the Division of Wildlife Resources.

SECTION 26. Camping in a Tent. Owners will have an annual Scofield State Park Pass which will allow them to use the camping and tenting facilities at Madsen Bay or Mountain Home State Parks nearby. Also the use of tents will be permitted on some designated Developed Common Areas within the Plat and on Owner's own property. Such Tenting is intended only for casual, non-permanent uses; and if abused, the Management Committee may take this privilege away from the Owner.

SECTION 27. 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 Area; 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 established in the developed common area. Misuse or careless handling of such devices may result in this privilege being taken away from any Owner by the Management Committee.

SECTION 28. Water Shares, Water System and Roads. 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 Homeowner's 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 State's requirements. The developer retains the absolute right to control and use the shares currently applied to Plat A above and beyond .25 Acre feet per lot. ($12 \times .25 = 12$ Acre feet total for Plat A; $48 - 12 = 36$) This leaves 36 shares or 36 acre feet of water to be used by developer towards future phases for additional lots to be added to the water system.

Developer has also paid for the entire water system and has exceeded water storage requirements for Plat A with the intent to add additional lots to the water system. Developer shall retain the right to connect all additional phases to the initial water system. This includes the use of and connection to all improvements such as water storage tank, booster pump, distribution lines, well, well pump, water shares, easements, etc.

Developer has also planned and constructed the roadways to meet additional traffic anticipated by all future phases of development using the current road system for Plat A. Developer shall retain the right to connect all future phases to the road system and shall retain rights of ingress and egress for such future roads.

SECTION 29. 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 Plat A have the right to use and enjoy. All owners of lots in future phases will have to pay the same yearly association dues as Plat A 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 Homeowner'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 Plat A owners.

ARTICLE X, SECTIONS 28 and 29, cannot be amended, changed, or altered in any way by the Homeowner's Association; only by the Developer/Declarant. This protection shall supercede any and all other sections in these CC & R's that may state or imply otherwise.

ARTICLE XI**GENERAL PROVISIONS**

SECTION 1. Duration. The covenants and restrictions of 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 is recorded, after which time, said covenants shall be automatically extended for successive periods of fifteen (15) years.

SECTION 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%) of the Lots and thereafter by an instrument signed by the Owners of not less than fifty percent (50%) of the Lots with the exceptions of ARTICLE X, SECTIONS 28 and 29.

SECTION 3. Enforcement. The Association or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages.

SECTION 4. Severability. Invalidation of any one of these covenants or restrictions by judgement of court order shall in no way affect other provisions which shall remain in full force and effect.

SECTION 5. 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 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.

THESE COVENANTS, CONDITIONS AND RESTRICTIONS APPLY TO AND GOVERN ALL THE REAL PROPERTY OF ASPEN COVE AT SCOFIELD SUBDIVISION PLAT "A". IN WITNESS WHEREOF, the Declarant has caused its corporate name and seal to be hereunto affixed by its duly authorized officer this 7th day of January, A.D. 1997.

AMERICAN RECREATION AND SPORTS, INC.
DBA ASPEN COVE AT SCOFIELD

BY: Mark L. Nelson
President

BY: Roger H. Nelson
Secretary/Treasurer

STATE OF UTAH)
)SS
COUNTY OF CARBON)

On the 18 Day of July, 1997, personally appeared before me Mark L. Nelson, who being by me duly sworn did say, that he, the said Mark L. Nelson, is the President and Roger H. Nelson is the Secretary/Treasurer, of American Recreation & Sports, Inc., dba Aspen Cove at Scofield 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 each duly acknowledged to me that said corporation executed the same.



Earlene Warren
7/18/97