

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 on the day of closing 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. For the Second and each succeeding year thereafter, the annual assessment will be due and payable on January 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.
- (c) The Weight family property and all successors, which property is approximately 2.25 Acres just east of Lot 1.

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.

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.

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

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.

On the date hereof, American Recreation & Sports, Inc., dba Aspen Cove at Scofield is the record owner of more than sixty percent (60 %) of the Lots of Plat A and therefore has full power and authority to make the amendments to the Articles and Sections as stipulated in this instrument.

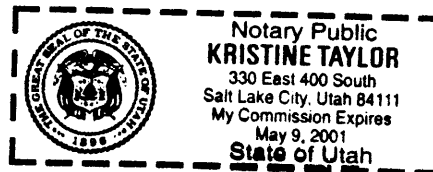
THESE AMENDED COVENANTS, CONDITIONS AND RESTRICTIONS APPLY TO AND GOVERN ALL THE REAL PROPERTY OF ASPEN COVE AT SCOFIELD SUBDIVISION PLAT "A". IN WITNESS WHEREOF, the Declarant has caused its corporate name to be hereunto affixed by its duly authorized officers this 1st day of June, A. D., 1998.

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

BY: Mark L. Nelson
Mark L. Nelson, President

BY: Roger H. Nelson
Roger H. Nelson, Chairman of the Board

STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)



On the First Day of June, 1998, 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 Chairman of the Board, 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.

Notary: [Signature] Commission Expires: 05/09/2001