

Amendments to the Covenants, Conditions and Restrictions  
Scofield Mountain Estates Home Subdivision  
Phases 1, 2, & A

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**Amendment 1**—Due to the terrain, size, and seclusion of lot 3 of Phase A, the developer grants buyer exclusive hunting rights to said lot and its future owners.

**Amendment 2**—Because the road distance per lot in Phase A is proportionally much greater than road distance per lot of the remainder of the subdivision phases, Phase A lot owners will be assessed one-half of the standard association dues; however, collectively Phase A lot owners will be responsible for the additional cost of road maintenance, and if elected, snow removal on the roads of Phase A.

The SMEHOA will be responsible for the coordination and payment to the road maintenance company and snow removal company, however this additional cost will be fully recuperated annually by the Phase A lot owners in addition to the one-half of the standard annual dues for Phase A lot owners.

Road maintenance and snow removal fees will be divided equally by the current landowners according to their shared travel segment. For example, the maintenance and snow removal cost for the distance from the county road to lot 2 will be paid equally by all current Phase A landowners. The distance from the entrance into lot 2 to the exit of lot 2 will be paid equally by the current landowners of lots 2, 3, and 4. The distance between the exit of lot 2 to the fork in the road of lots 3 and 4 will be paid by the current landowners of lots 3 and 4. All additional plowing and maintenance to any private drives used exclusively by individual lot owners will be entirely the responsibility in both cost and maintenance of the respective lot owner. Current landowners are defined as lot owners that have purchased their lot(s) from the developer. The developer is not a current landowner.

When any of the four current landowners request road plowing service or road maintenance for the road to their lot, all affected current landowners will be required to pay their portion of the plowed or maintained road as stipulated in the previous paragraphs. Affected current landowners are defined as lot owners who receive the benefit of maintenance or snow removal on the main road on his or her property.

All water, electrical, and phone maintenance for the lots in Phase A will be handled by and paid by the Scofield Mountain Estates Home Owner's association (SMEHOA).

**Amendment 3**—Lot 3 will be responsible for the electricity and maintenance costs necessary to pump culinary water to the owner's building site.

**Amendment 4**—In addition to Article X, Section 2, No subdivision lot may be re-subdivided further without approval of the SMEHOA.

**Amendment 5**—Referencing Article X, Section 7, Sentence 4, the portion of the sentence should be changed from, "Only drip irrigation will be allowed and only one valve at  $\frac{3}{4}$ " per residence, to "As water will be metered to .25 acre feet per year, 1" valves may be used.

Added 6/13/2016 after HOA Meeting

**Amendment 6 - Utility Lines and Propane Tanks:** All power, telephone, water, sewer, television and other utility lines servicing any lot shall be installed underground. Propane tanks for the purposes of home heating and cooking shall be placed according to gas installation regulations, and must abide by lot and building setbacks, skirted and camouflaged from view or preferably buried underground. Refilling access shall not trespass on adjoining lots or properties.

**Amendment 7 - Hunting Rights in Phase A** - Given large size of Phase A lots, the developer has included the hunting rights with Phase A lots. The association has agreed to allow the use of firearms on lots in excess of 39 acres.

COURTESY RECORDING

This document is being recorded solely as courtesy and an accommodation to the parties named herein. South Eastern Utah Title hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

**Amendment 8 - Lots Reverting to Developers** - As the developers is selling more lots with owner financing, the association approved that lots that revert back to the ownership of the developer will not be subject to HOA Fees, Assessments, or Dues.

**Amendment 9 - External Building Materials** - As per Article X, Section 5 (a) in the CC&Rs, "External walls of all structures on each building lot shall be constructed of natural logs, cedar, stone, or brick." The purpose of this directive is to maintain the ascetic of a natural rustic look and feel of the dwelling and area. Innovative and sometimes lower maintenance materials that closely resemble logs, cedar, stone and brick may be used upon careful review and approval of its ascetic by the Architectural Committee. For example "cultured stone" cement can be difficult to distinguish from actual stone and could be deemed acceptable. Other viable materials may be, but are not limited to, engineered wood, vinyl, fiberglass, steel, and cement that may closely resemble actual logs. Siding with little variation and/or has a shiny, metal, or plastic look might not be approved. The Architectural Committee may request samples of these materials prior to approval.

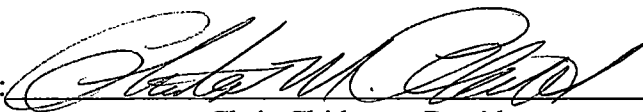
**Amendment 10 – Dues** – Dues have been raised to \$500 per year with Phase A to \$250 per year starting in 2017.

**Amendment 11 - Temporary Use of Campers** - Article X, Section 10 (a) states that the temporary use of camper trailers expired on December 31, 2009. The association voted to extend this date out until December 31st 2021.

**Amendment 12 – Greenbelt** – For clarification to Article X Section 11 (e) that states "owners may wish to fence their property to keep out range cattle". Owners with lots that qualify for greenbelt status (and thus not fencing out the range cattle) are and have been permitted by the HOA to lease their property directly with the cattle rancher adjacent to the subdivision to obtain legal greenbelt status. This amendment supersedes Article X Section 1 and Article X Section 11. (Added 4/11/2019)

THESE COVENANTS, CONDITIONS AND RESTRICTIONS APPLY TO AND GOVERN ALL THE REAL PROPERTY OF SCOFIELD MOUNTAIN ESTATES, PHASES A, 1&2. IN WITNESS WHEREOF, the Declarant has caused its corporate same and seal to be hereunto affixed by its duly authorized officer this 8<sup>th</sup> day of April 12, A.D. 2019.

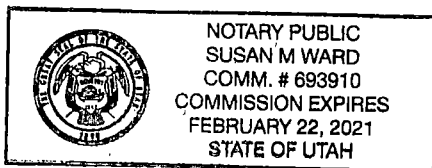
SCOFIELD MOUNTAIN ESTATES HOME OWNER’S ASSOCIATION

BY:   
Chris Chidester, President

STATE OF UTAH,

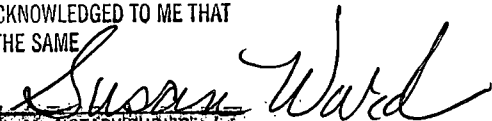
COUNTY OF CARBON

On the 12 Day of April 2019, personally appeared before me, who being by me duly sworn did say, that he, the said Chris Chidester, is the President, of Scofield Mountain Estates Home Owner’s Association 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 he duly acknowledged to me that said corporation executed the same.



STATE OF UTAH  
COUNTY OF: Salt Lake  
IN THE 12 DAY OF April 2019  
PERSONALLY APPEARED BEFORE ME  
Chris Chidester SIGNER(S) OF THE ABOVE  
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT  
HE/SHE/THEY EXECUTED THE SAME

Ent 845326

  
NOTARY PUBLIC