

Amended and Restated Declaration of Covenants, Conditions and Restrictions Scofield Mountain Estates Home Subdivision (SMEHS)

WHEREAS THIS AMENDED AND RESTATED DECLARATION is made by the Scofield Mountain Estates Home Subdivision Homeowners Association, Inc. as of the date of its recording in the Carbon County Recorder's Office, It supersedes and replaces in its entirety the Declaration of Covenants, Conditions and Restrictions for Scofield Mountain Estates Home Subdivision Phases 1, 2, & A made the Fifth day of October, AD, 2004 and all amendments thereto and prior versions thereof predating the recording of this Declaration.

WHEREAS, This document does not preclude additional lots being added if approved by Carbon County at a future date.

WHEREAS, the Association desires to protect and enhance the value, desirability and attractiveness of SMEHS for all parties having or acquiring any right, title or interest in said SMEHS and to this end, will maintain and enforce these covenants, restrictions, easements, hereinafter set forth, each and all of which is and are for the benefit of the property described herein 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, Scofield Mountain Estates, Inc. to insure that the purposes of this declaration are carried out, will cause or has caused the creation of "SMEHS 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, right of ways, and utility easements shall be the property of the Association with the exception of those easements that 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; the Association is empowered to assess SMEHS lot owners such maintenance and/or improvement of the properties and systems herein described.

NOW THEREFORE, the Association declares that the real property in said SMEHS 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 insure 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) "Architectural Control Committee" or "the Committee" shall mean the committee of two or more persons appointed by the Board of the Scofield Mountain Estates Homeowners Association, Inc., to review and approve the plans for all improvements to be constructed on the Properties.
- (B) "Assessments" shall mean any monetary charge, fine or fee imposed or levied against an Owner by the Association, as provided in this Declaration or the Bylaws, regardless of how denominated.
- (C) "Association" shall mean and refer to the Scofield Mountain Estates Home Subdivision Homeowners Association which, at the time of this instrument, is incorporated in the State of Utah as Scofield Mountain Estates Home Subdivision Homeowners Association, Inc.
- (D) "Board" shall mean and refer to those persons appointed by vote of the Members to run the affairs of the Association.
- (E) "Capital Improvements" shall mean and refer to all new improvements intended to add to, enhance, or upgrade the nature, scope, utility, value, or beauty of the Project, as opposed to ordinary repair and maintenance.
- (F) "Common Area", "Common Area", "Developed Common Facilities," or "Open Space" shall mean all real and personal property and other interests therein, together with the facilities, fixtures, and improvements located thereon, which the Association owns or otherwise holds for the common use and enjoyment of the members of the Association and related improvements, including any additional such areas and facilities contained in any additional phases which are subsequently annexed herein.
- (G) "Declarant", "Declarer", or "Developer" shall mean and refer to Scofield Mountain Estates, Inc. or future assignees.
- (H) "Declaration" shall mean this document, the "Declaration of Covenants, Conditions and Restrictions, SMEHS.
- (I) "Lot" shall mean and refer to any plot of land subdivided by Scofield Mountain Estates, LLC or future approved lots and phases.
- (J) "Member" shall mean and refer to every person or entity that holds membership in the Association.
- (K) "Owner" shall mean and refer to the record owner, whether one or more persons or entities.
- (L) "Properties" shall mean and refer to the real property parcels in Phases A, B, and Phases 1-4, and additional phases which may be added in the future by the Declarant.

ARTICLE II THE ASSOCIATION

SECTION 1. Purpose. The purpose of the Association is to manage, maintain and preserve the developed facilities and undeveloped areas and to perform such other duties as specifically set forth in this Declaration, the Articles and Bylaws of the Association.

SECTION 2. Association Action; Board 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 Board and such officers as the Board may elect or appoint. Such election or appointment shall be in accordance with this Declaration of 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, the Bylaws, and the Utah Community Association Act, 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 Board, and to enforce by mandatory injunction, or otherwise, all of those provisions.
- (c) Delegation of Powers. The Association, acting by and through the Board, 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. 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, emailed 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 Common Area and Facilities or Common Area, 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 Board, 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.
2. Operation, maintenance and improvement of culinary water system.
Note: This culinary water system may be expanded upon Common Area as designed on Phases "1-4" and "A-B" to better serve the existing Phases "1-2" and "A" owners, or to serve future phases planned for the entire development of Scofield Mountain Estates which will be designed as Phases "5", "6", etc. Expansion for future phases 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) No Waiver - The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(h) Limitations on Authority of Board. Except with the vote or written assent of (1) holders of 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 Board shall not take any of the following actions:

1. Incur expenditures for Capital Improvements of Common Areas.
2. Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board or an officer may be reimbursed for expenses incurred in carrying on the business of the Association.

(i) Size of Board. The Board shall consist of five to seven members and 2 alternates. Expansion may happen through a majority board members or 51% of HOA members.

(j) Future Role of Board. As additional lots and phases are added to the development in the Declarant's discretion, the Board will administer the affairs of such Lots subject to any limitations contained in this Declaration. The Board of the Association will be reconstituted at the recordation of those future phases 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. The membership held by any Owner shall not be transferred, pledged or alienated in any way, except upon the conveyance or encumbrance of such Lot and then only to the transferee or mortgagee of such Lot.

SECTION 2. Classes of Membership. The Association shall have one class of membership.

ARTICLE IV VOTING RIGHTS

One vote shall be allocated to each Lot. Those members holding any interest in any one Lot shall collectively be entitled to the 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.

ARTICLE V PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1. The water

system for Scofield Mountain Estates Phases "1&2" (and for future phases, 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 Scofield Mountain Estate's Subdivision. Should a lot owner wish additional water for irrigation or other purposes, such water may be available provided such owner or owners install a water meter; 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 Scofield Mountain Estates 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 Scofield Mountain Estates by the Utah State Division of Water Rights and the Price River Water User's association. If the board deems necessary, each house shall have a water meter installed to meter all water use. Extra water use on Scofield Mountain Estate's system may also require paying cost associated with additional water use of the water system. Developer (whether it owns a Lot or not) may continue to use water for irrigation for range cattle given this use is metered, provided there is adequate water quantity for current home use, and the developer pays for the incremental electricity costs.

SECTION 3. Member's Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Facilities 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 Common Area and Facilities 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 Common Area and Facilities; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Area and Facilities 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 there under 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. Notwithstanding anything to the contrary herein, Declarant will not be required to pay Assessments including since 2004 on any Lot it owns or has owned including, without limitation, unimproved and repossessed Lot(s). Each purchaser of a Lot from Declarant, 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, make and collected as provided in this Declaration. Each assessment together with any interest, collection costs and reasonable attorney's fees shall be the personal obligation of the person or entity (excluding the Declarant) 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 Board of Scofield Mountain Estates 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 Common Areas and Facilities of Common Area/s. The Homeowners Association Board will be responsible for managing, maintaining, repairing, replacing, and where approved by the Members, improving or making additions to the following areas: 1) all interior subdivisions roads, 2) the developed and Common Areas, 3) all water system facilities, 4) the payment of taxes and insurance thereon, and 5) to cover other costs or obligations as are deemed necessary by the Board.

SECTION 4. Basis and Maximum of Annual Assessments. Each Lot shall, as hereinafter provided, be subject to an annual assessments. Currently these assessments are \$500. The Board of the Homeowners Association may raise or lower said annual assessment, as they deem necessary, but cannot raise the annual assessment by more than 20% in a single year without a 51% vote of all lot owners..

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 Common Areas or right of ways, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of 51% 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. Special Assessments for Emergencies – In the event of an emergency, the Board shall have the power to make a special assessment which shall not require approval from the general membership if the Board determines, in its sole discretion, that such special assessment is reasonably necessary for the safety of the Members or to protect from imminent harm to the Members' property or to the Common Areas.

SECTION . 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 51 percent (51%) of the entire voting interest shall constitute a quorum. If the required quorum is not established at any meeting, a subsequent meeting may be called, provided there has been ten (10) days prior written notice to all members and, at such subsequent meeting, the presence of Members or proxies entitled to cast 10 percent (10%) of the entire voting interest shall constitute a quorum provided that no such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. Members may attend meetings in person or via phone or video conference.

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 (other than exempted Lots held by Declarant as described herein) 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 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 Board 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 judgment 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 that 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 Board 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 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 subject to any easement or other interest therein dedicated and accepted by a local public authority and devoted to a public use;
- (b) The Common Areas.
- (c) All Lots owned by the Declarant without a home constructed thereon.

SECTION 11. Gate Maintenance. Inlets from the county road may be gated at the discretion of the property owners of their respective inlet. The inlet gate to the commons area will be installed and maintained by the entire association.

ARTICLE VII ARCHITECTURAL CONTROL COMMITTEE

SECTION 1. Appointment Duties. Initially, Property Manager, Matthew Brown, will serve as the head of the Architectural Control Committee until these duties are delegated. 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 sometime be referred to in this Article as the "Committee".

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. Requests shall be made in writing and should be delivered or emailed to the Architectural Committee Chair who shall confirm receiving them. The Architectural Control Committee shall approve or disapprove all home, outbuilding, and exterior construction plans within thirty (30) days after requests have been submitted. The Architectural Control Committee shall approve or disapprove all other requests such as roads, pads, fences, etc. within fifteen (15) days. If the Committee does not act within twenty (20) days after submission on all other non-building requests, 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 and give copies to of approvals to the secretary or a board member 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 of 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 regulations 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.

If a request or plan is from a sitting Architectural Committee member, that committee member shall recuse themselves from voting on their own plan or request.

All plans submitted to the Committee and variances given by the committee shall be left on file with the Committee.

It is the intent of these declarations that the Committee shall exercise their 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 to any Lot Owner by reason of any action, failure to act, 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 or it shall remain natural, with debris and dead material removed.

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 and 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 Board of the Homeowners Association, such maintenance cost under Section 2 of this Article may require a lump sum payment by Lot Owner within thirty (30) days.

SECTION 4. Access at Reasonable Hours. For the purpose solely of performing the maintenance referred to in Sections 1 and 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 will be served by an individual waste disposal system, commonly known as an Individual Septic Tank System. The developer has made reasonable efforts to assure successful septic systems and drain field on each lot. Passing percolation tests in the future on the lot is not guaranteed. Percolation tests are affected by depth, rainfall, erosion, specific location, etc. Owners should pick a location for their drain field and test at the depth needed (homes with basements have deeper drain fields; there should be frost protection) so that an accurate and dependable test can be assessed for the specific drain field location. The size of a house and its facilities is limited by the percolation test results and the size of area on each lot without shallow bedrock, too steep of slopes, etc. unless another option of dealing with sanitary sewage is obtained. If area doesn't pass percolation test, there are other options, and these would need to be approved by the County and the Department of Health. The developer neither assumes nor retains any responsibility or guarantee in assuring that any lot passes a percolation test at any location.

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. Each septic system must have a ground-level access port to enable inspection and service.

SECTION 2. Maintenance. Lot owners must make sure that their septic systems are 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.

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 with the exception of keeping or putting property into greenbelt status where possible. 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. Any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. Homes shall be designed to comply with all applicable government regulations. The county shall approve and inspect all construction of buildings as per their code. Current county regulations require that buildings be located on grades of 30% or less. Lot owners must perform surveys on site to ascertain the buildable area of approvable slope. The developer has made a good faith effort to assure adequate buildable area of under 30% slope by using an aerial topographic survey and calculating slope between contours. These surveys are not always completely accurate. Each person before or after buying a lot (risk of adequate buildable area completely assumed by lot purchaser) should have an accurate on site survey performed to ascertain areas with buildable slope.

SECTION 2. Subdivision. No lot shall be re-subdivided by owners and only one structure per lot of less than 50 acres may be used as living space.

SECTION 3. Set-Back Requirements and Building Height. Each home or other building constructed on lot shall have a minimum set-back from the front or roadside line of the lot of 35 feet, unless Carbon County has a more or less restrictive requirement, in which case the county's requirement shall be complied with. Each home or other building shall not be built closer than 25 feet from the side or back lines of the lot. Each home or other building shall comply with the Carbon county code's height limit which is currently 36-feet.

SECTION 4. Minimum Size of Dwelling. Each home shall have a minimum ground floor living area of at least 1000 square feet—not counting space for garages, patios, storage, basement. If counting 2nd and 3rd floors each home shall have a minimum of 900 square feet on the ground floor and at least 400 square feet on the 2nd and/or 3rd floors.

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

- (a) Materials and color – A similar palette of traditional looking materials like wood, stone, logs, brick, and earth-tone finishes for staining and trim should be used on the exterior of homes to

maintain the ascetic of a natural rustic look and feel of the dwelling and area. Accent colors, used in moderation, may be acceptable. Innovative and sometimes lower maintenance and fire protecting materials that resemble logs, cedar, stone and brick may be used upon review. Approvable materials may be, but are not limited to, engineered wood, vinyl, fiberglass, steel, aluminum, and cement that closely resembles actual log, stone, and brick. Siding with little variation and/or has a shiny, metal, or plastic look might not be approved. The HOA's Architectural Committee may request samples of these materials prior to approval.

- (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 similar exterior walls.
- (d) All buildings shall have the exterior of the building completed within 24 months.
- (e) All living trees, bushes, natural vegetation and soil should be left in place as much as possible except when removal is necessary for construction of approved structures, driveways and parking areas.
- (f) Any denuded land (land devoid of vegetation) caused by construction must be leveled and reseeded each fall with native grasses on a roughened surface at a rate of 100 pounds per acre and lightly raked in. Tracking is suggested for roughening the surface.
- (g) If a small parking area is approved prior to home construction, said area shall be no greater than 2500 sq/ft and gravel color should not be stark or white.
- (h) Any denuded areas over 100 feet in length or width shall have a silt fence or straw bale erosion control barrier put in place along the lowest edge of the denuded area within seven days of vegetation removal.
- (i) Scofield Mountain Estates was designed to minimize disturbance to existing drainage paths and vegetation. Building constructed should be placed so as to minimize damage to drainage paths or vegetation. No building shall be allowed in natural drainage paths. Filling of natural drainage paths shall not be permitted. A professional engineer must stamp any proposal for adequately sized drainage culverts. Natural drainage paths and those created for road construction shall be allowed to pass from one property to another at the same point as when the property was first sold by the owners to lot owners. Buyers must be aware of drainage patterns and respect them by avoiding construction near them.
- (j) No building shall be constructed in areas where water pressure falls below 40 psi (see Culinary Water Distribution and Fire Protection Plan – For further information on fire protection refer to Article X, Section 24).

SECTION 6. Fences or walls.

- (a) All fences shall be constructed of natural colored wood or of color or materials of the house on that lot. No vinyl fencing will be allowed. At the Declarant's discretion, other perimeter fencing may be used for the boundaries of the current and future phases of the Development.
- (b) Wildlife-safe fences shall be used.
- (c) No barbed wire will be permitted except for perimeter boundaries of the subdivision or with Architectural Committee approval where fencing is well obscured by trees.
- (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 100 feet 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 7. Landscaping, Agriculture, and Water. It is encouraged to plant as much natural vegetation as is practical. When this vegetation is established it usually needs little to no extra water. Individual wells are permitted if the owner obtains water rights and permits as necessary by law and prevents backflow to prevent contamination. Otherwise, any extra landscaping, agriculture, or other water use will require turning over water shares to the appropriate entity (see article V section 1).

SECTION 8. 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 disposed of properly in the County's dumpsters. Currently, these dumpsters are located on the Northeastern side of Scofield Reservoir. 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 Scofield Mountain Estates for disposal of such items. Garbage cans are to be inside garages, behind decorative fencing or otherwise hidden from view to the street.

SECTION 9. 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 begin promptly and be built diligently.

SECTION 10. Commercial Vehicles, Campers, Trailers, or Motor Homes.

SMEHS is intended to be a community of permanent, quality mountain homes. Therefore, personal, family, and/or friend short-term use of campers, trailers and or motor home are permitted under the following conditions:

- (a) Owners without a home built may have up to 3 camping trailers (including family and friends) for up to 15 days of their choosing per year while in active use. No camping or other trailers are permitted to be stored without a home.

- (b) Owners with a home may have one camping trailer parked within 50 feet of home permanently, and may have no more than a total of 2 additional non-camping trailers (including boats on trailers).
- (c) Use of campers, trailers or motor homes may be used on the property by the Owner, Builder or other Sub Contractors during the active construction period of the lot owner's dwelling.
- (d) Camping trailers refer to any type of mobile dwellings such as but not limited to: camper, trailer, camping trailer, motor home, popup tent, camper van, pop-up tent truck, and or fifth-wheel trailer.

Commercial Vehicles shall not be parked on any lot, street, road or Common area except while engaged in transport to or from a dwelling or the Common Area/s. For the purposes of this restriction, a truck having a $\frac{3}{4}$ ton manufacturer's rated capacity or less, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle.

SECTION 11. Animal Control.

- (a) Only four (4) domestic household pets shall be permitted per lot, provided that said animals are well kept and provided for and do not become a health hazard or nuisance to the neighborhood. All domesticated animals shall be kept on the Owner's lot or on a leash.
- (b) A special corral may be fenced within the perimeter of the Lot for farm animals except pigs or roosters at the discretion of the Owner only after a home has been constructed on said lot. Up to three large animals (Cows, Horses, Mules, etc.), 4 mid-sized animals (goats, sheep, alpacas, etc.) and/or 30 small farm animals (chickens, ducks, etc.) may be kept and/or grazed per lot. The Board, in its sole discretion, is authorized to determine if an animal in question qualifies as a large, mid-sized, or small farm animal. For lots over 3 acres one large or 2 mid-sized animals can be added per acre of lot over 3 acres. Before bringing livestock/farm animals on the property for any extended time, permission must first be obtained from the Board of the Homeowners Association, which will determine if adequate water is available for the animals. Having farm animals on the property is a privilege which must not be abused. All home owners maintaining farm animals 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 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.
- (d) Owners may wish to fence all or a portion of their property in accordance to the architectural standards in Article IX Section 6 to keep out range cattle or other animals which freely roam the area.

Enforcement: The Board and the Committee shall each be authorized to undertake such action as it deems appropriate to enforce the provisions hereof. The Committee, through its designee, may inspect for violations, 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 Board of the Association may impose fines as established herein or in Association rules.

SECTION 12. Signs & Flags. No sign of any kind shall be displayed to the public view on any lot except on 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. Notwithstanding the foregoing, the Declarant, in its sole discretion, may place signage at or near the subdivision entrance(s) welcoming people to the subdivision. Only one American Flag no larger than 5' x 7' is permitted to be flown after a home is built to be displayed from a permanent flag pole or hung from a pole from the house or displayed through a window.

SECTION 13. Ingress and Egress. There shall be no more than two 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 14. 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 15. 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.
- (b) Boats and recreational vehicles shall be allowed to be stored on owner lots if parked within 50 feet of the home. The Board shall have power to limit the number of Recreational vehicles as it deems appropriate.
- (c) No motorized vehicle shall be driven on any land other than the Owner's Lot and Common Roads. However, any use of motorized vehicles on an owner's property that constitutes a nuisance to other owners (for example the creation of a motor-cross track) is prohibited.

SECTION 16. Easements and Rights-of-Way. 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 rights of way or easements. Such installation shall be at the Declarant's or successor developer's cost. The Declarant (developer) shall have the right to easements across open space at his discretion for roads or utilities as he/she deems advantageous.

SECTION 17. Intended Seasonal Use of Property. While electricity and telephone lines will be maintained by their respective utility companies during winter months, SMEHS lots may not be accessible at all times during the winter due to snow conditions. It is intended that private HOA roads and the county road will be plowed once snow-covered. Upon request, owners may have the HOA pay for snow removal on joint roads to lot lines. However, additional assessments may have to be made to maintain the roads under snowy conditions.

SECTION 18. Shooting and Hunting. For the safety of its residents and subdivision neighbors, no shooting or hunting will be allowed on lots within SMEHS, except for lots over 40 acres. SMEHS acreage shall remain a part of a CWMU (Controlled Wildlife Management Unit) owned by the developers. No hunting or shooting shall be allowed without permit (fee required) on any land owned by Scofield West, LLC, Scofield Estates, LLC, and Scofield Mountain Estates, Inc., which retain hunting and wildlife rights for a state CWMU.

SECTION 19. Conflict with Ordinances. Any violation of local statutes and ordinances shall be considered a violation of this Declaration. 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 Regulations ("Association Rules").

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 may operate a real estate sales office on the property as deemed necessary. Notwithstanding the foregoing, business may be conducted entirely within a dwelling or attached garage if it is clearly incidental, secondary, and in addition to the use of the structure for dwelling purposes but no such commercial business shall be permitted that, in the Board's determination pursuant to its sole discretion, adversely impacts traffic, parking, or the residential character of the neighborhood in which the Lot is located. Commercial-business supplies, inventory, equipment, or materials must not be stored on a Lot in any manner that is visible from the outside. No businesses activity within a home may emit or create excessive odors, smoke, dust, heat, fumes, light, glare, sounds, noises, vibrations, or interference with radio and/or television reception.

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.

SECTION 24. Fire protection is not guaranteed for this subdivision from Helper (50 mins) or Scofield Town (20 mins). They will respond to fires to the best of their ability.

It is encouraged to construct homes using fire resistant materials. Aluminum (for roofs) is very flame resistant. Great flame resistant siding materials include fiber cement, brick and stone, and natural looking metal/aluminum. Adding flame retardants to wood can slow the spread of fire. Wood stacks next to houses, wood and plastic wood decks and accumulation of pine needles on roofs should be avoided. [This article](https://anrcatalog.ucanr.edu/pdf/8393.pdf) can help safeguard your home. <https://anrcatalog.ucanr.edu/pdf/8393.pdf>

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 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 re-ignite. 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 fire pits (prior to construction) and homes must install and have in working condition a yard hydrant 30 feet away from the home and/or fire pit on the main 1" water line. This shall be a freeze-less faucet with back-flow protection. Care must be taken that faucets are not left to be easily turned on by trespassers or range cattle.

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 be built in locations with 40 psi water pressure. (Refer to Article X, 5).

SECTION 25. Fishing. 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. While there are camping facilities nearby, the use of tents will be permitted 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 within the Owners 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 a special target. Misuse or careless handling of such devices may result in this privilege being taken away from any Owner by the Management Committee.

SECTION 28. Each lot owner is responsible for the stability of their building site and declarant recommends using a geotechnical firm before construction. Any unstable slopes shall not be built upon. These areas described as restricted from building on lots 4 and 2 of Phase A are suspected to be unstable. No permanent buildings may be constructed within these areas. See exhibit "A" for a map of these areas of known concern.

SECTION 30. Water Shares, Water System and Roads. Scofield Mountain Estates is intended to be a Seasonal, Mountain Home Subdivision. Each lot is sold with the beneficial right and usage to 0.25 Acre Feet of Price River Water User's Association (Hereafter referred to as PRWUA) stock that is dedicated to the respective lot. However, the 0.25 acre foot per lot of water and the PRWUA stocks/shares are owned and controlled by the Scofield Mountain Estates Home Subdivision Association. Developer has paid for the entire water system and has exceeded water storage requirements for Phases 1&2 with the intent to add additional lots to the water system. Developer shall retain the right to connect all additional phases to the water system. This includes the use of and connection to all improvements such as water storage tank, booster pumps, distribution lines, wells, well pumps, 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 Phases 1&2.

Developer shall retain the right to connect all future phases to the road system and shall retain rights of ways and rights of ingress and egress for such future roads.

SECTION 31. 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 Phases A, 1 & 2 have the right to use and enjoy. All owners of lots in future phases will have to pay the same yearly association dues as Phases 1 & 2 owners if Developer elects to give the same use and rights to future owners. All owners of lots in future phases will be: 1) Members of the Scofield Mountain Estates Mountain Home Subdivision; 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 Phases 1&2 owners.

Developer shall have the right, in its sole discretion, to abandon plats and/or Lots by delivering a written notice of abandonment to the Association, in which case Developer shall forfeit any voting rights associated therewith. Developer shall have the right, in its sole discretion, to reconfigure and divide Lots the Developer owns through abandonment or otherwise.

ARTICLE X, SECTIONS 30 and 31, cannot be amended, changed, or altered in any way by the Homeowner's Association; only by the Developer/Declarant. This protection shall supersede any and all other sections in these CC & R's that may state or imply otherwise.

Section 32. If Declarant adds a neighborhood that incurs costs just for that neighborhood (i.e. lots of snow removal or automated gate), Declarant may set supplemental assessments for such neighborhood. Such assessments may be adjusted by the Board by no more than 20% in any one year.

ARTICLE XII – VIOLATIONS

SECTION 12.1 Introduction. Pursuant to Section 57-8a-208 of the UTAH CODE ANN., as amended, the Association can levy reasonable fines in accordance with the established schedule for violations of the Association Documents.

SECTION 12.2 Investigation/Notice of Violation/ Legal Action/ Denied Use and Privileges:

- (a) Investigation: When a possible violation to the Association's governing documents (including Rules) is reported to or otherwise becomes known to the Association, it will be investigated by the Board or its designated representative(s), and a determination made as to whether a violation has actually occurred. Lot Owners are responsible for the actions of their guests.
- (b) Notice of Violation: If a violation is found, written notice of the violation will be issued, stating what the violation is and where in the legal documents such violation is found. The notice shall be sent or delivered to the offending Owner giving him/her a deadline date for compliance.

The deadline given in such notice will be a reasonable time period, but no less than 48 hours, within which to correct the violation and fully comply. In each case or matter, the Board will consider the nature of the violation, the circumstances of the Owner and the property, and what it will take to correct the non-compliance in order to determine a reasonable time period deadline to give the Owner to comply. Such Notice shall warn that fines will be imposed if compliance does not occur by a given date and additional

finances may be assessed if the same or similar violations continue to occur within a one-year period from the date of the original notice. The Notice will also inform the Owner of the right to request a hearing concerning the imposition of fines, pursuant to the provisions below.

- (c) **Legal Action:** If the Owner, sent a notice of a violation, does not timely comply and correct the violation, the Association may assess or levy fines against him/her and the Lot according to the Fine Schedule as set forth below. Additional fines may continue to be assessed while the legal action is in process, if the Owner continues to violate the requirements of the governing documents.
All attorneys' fees and costs shall be awarded to the prevailing party and recoverable from the losing party in any action, lawsuit or other proceeding involving the enforcement of the governing documents. Notwithstanding anything to the contrary herein, in the Board's discretion, legal action may be taken against the violating Owner at any time after a compliance deadline is given to Owner and the Owner has not complied within the time given. Nothing in this Declaration is intended to waive or otherwise modify the Association's legal right(s) to take other enforcement measures in order to secure or achieve compliance.
- (d) **Denied Use and Privileges:** Members of the Association in violation of this Section are subject to denied use and privileges to the Common Areas.

SECTION 12.3 Schedule of Fines. The Board may adopt a schedule of fines in the Association rules. If the Board has not so adopted a schedule of fines, the following shall apply:

If an Owner violates any provision(s) of the governing documents (which collectively includes the Declaration, Articles of Incorporation, Bylaws and Rules of the Association) and does not comply, after reasonable notice and within the deadline given, by the Association, fines may be imposed and accrue at the rate of Ten Dollars (\$10.00) every ten days until complete compliance occurs or is accomplished. Such fines may be assessed by the Association against any Owner and his/her lot, starting immediately after the notice deadline period expires without the complete and total correction of the violation(s) by Owner within that period. If the violation involves an intermittent offense or conduct which is disturbing to other Owners, (for example, the failure to quiet and control a barking or overly aggressive dog,) or disruptive actions or conduct of any kind which interfere with another Owner or Owners' right and ability to reasonably enjoy their properties, the Association may levy fines on a per incident basis as follows:

- (a) Warning to the Owner/ and if possible, the occupant.
- (b) \$50.00 fine for general violations unless otherwise specified below.
- (b) Additional fines of \$10.00 every ten days until complete compliance.

Grievous Violation Fines

- (a) Fire Hazard = \$1,000.00 (including fireworks) plus other damages caused by negligence.
- (b) Shooting and/or Hunting = \$500.00 plus other damages caused by negligence.
- (c) Heavy Weed Infestation = \$250.00 plus removal costs
- (d) Excessive Trailer Parking = \$200 per day.

(e) Additional fines of \$10.00 every ten days until complete compliance.

In addition, if an individual's negligence, whether or not intentional, results in damage to the Association or another's property the responsible party shall pay the cost of damages caused and such expenses may be charged as an assessment by the Association.

SECTION 12.4 Collection of Fines. The Association will bill the violating Owner the applicable fines at such time and for such periods as the Association considers reasonable. All fines imposed by the Association upon an Owner or Owners which remain unpaid for the cure period described in Section 57-8a-301(iii) of the UTAH CODE ANN. shall automatically constitute a lien on the Lot and all its improvements, and may be handled and foreclosed upon in the same fashion as if it were a lien for unpaid assessments under the Association Documents and the laws of the State of Utah. The Association may file a notice of lien with the county in order to further protect its interests regarding the unpaid fine(s). The amount of the lien shall include interest, attorneys' fees, and all costs and expenses, incurred by the Association in the imposition and collection of such unpaid fine(s). The Association may also take any other action permitted under the law for collections of unpaid fines.

SECTION 12.5 Request for Hearing/Opportunity to be Heard.

(a) Introduction. Any Owner found by the Board to be in violation of governing documents' provisions or requirements may request a hearing to offer a defense to, or to explain extenuating circumstances regarding, the imposition of fines.

(b) Request of Hearing. The Owner must complete a written Request for Hearing, which shall be mailed or delivered to the Association. The appeal request must contain the following:

- (i) Owner's name and address;
- (ii) Owner's reasons, basis and defense for the hearing;
- (iii) A copy of all supporting documentation;
- (iv) The name of any attending witnesses or other collaborating guests;
- (v) The Owner's signature and date of the Request for Hearing.

SECTION 12.6 Hearing Procedure:

(a) The Owner will be sent confirmation of the receipt of the Request for Hearing by the Board.

(b) The Board will appoint and assemble a minimum of three (3) (or more at the Board's discretion) members of the Owners Association and/or the Association's Board of Directors, or appoint and name a representative designated by the Board to act as a Review Board (the "Review Board") within seven (7) business days following receipt of a written Request for Hearing complying with the information requirements set forth above.

(c) No later than ten (10) business days following the formation of the Review Board, the Review Board shall mail or deliver notice to the appellant Owner of a hearing date. The notice will provide the date, time, and location of the hearing, which is to be determined by the Review Board.

(d) The Review Board will permit the appealing Owner up to thirty minutes to explain the circumstances of the matter and provide grounds as to why the fine should be waived, reduced or cancelled.

(e) At the conclusion of the presentation, the hearing will adjourn, and the Review Board will review the circumstances of the Request for Hearing as presented.

(f) Within seven (7) business days of the Hearing, the Review Board will mail or deliver written notice to the Owner of the Review Board's decision.

(g) If the Review Board finds in favor of the Owner, it will advise the Owner as to whether the violation and/or the fines originally imposed are reduced, modified, or waived. Any adjustment(s) shall reflect on the Owner's account the following month.

(h) If the Review Board determines that the Owner's explanation or defense presented at the Hearing was inadequate or otherwise failed to justify a reduction, modification, or waiver of the violation and/or fines, the Owner will be so notified, in which case the fines imposed will continue as owed to the Association until paid in full, regardless of whether the violation has since been removed or corrected. In any event, if the Review Board finds against the Owner, the fines will continue to accrue until full and adequate compliance occurs by Owner.

ARTICLE XII 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 by the Owners upon the affirmative vote of a majority of the voting interest of the Association, with the exceptions of ARTICLE X, SECTIONS 30 and 31, which can only be amended by Declarant.

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 person 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 judgment 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 or email 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.

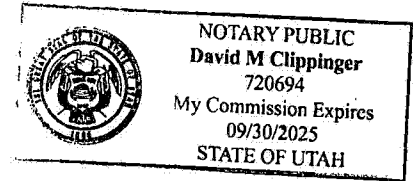
Section 6. Supersedes – This document supersedes and negates all prior Association governing documents and amendments thereto.

THESE COVENANTS, CONDITIONS AND RESTRICTIONS APPLY TO AND GOVERN ALL THE REAL PROPERTY OF SCOFIELD MOUNTAIN ESTATES, PHASES A, B, 1, 2, 3, 4 and future phases added by declarant. IN WITNESS WHEREOF, the Declarant has caused its corporate name and seal to be hereunto affixed by its duly authorized officer this 29th day of November, A.D. 2021.

SCOFIELD MOUNTAIN ESTATES, INC.

BY: Jared F. Brown
Jared Brown

STATE OF UTAH,
COUNTY OF DAVIS



On the 29 Day of Nov, 2021, personally appeared before me Jared Brown, who being by me duly sworn did say, that he, the said Jared Brown, is the President, of Scofield Mountain Estates, LLC and that the foregoing instrument was duly adopted by the affirmative vote (whether personally or by proxy) of Owners of not less than fifty percent (50%) of the Lots.