Aspen Cove @ Scofield Home Owner's Association

CROSS CONNECTION CONTROL POLICY

A policy relating to "cross connection control and backflow prevention control" at the Aspen Cove @ Scofield HOA culinary water system.

PART I:
CROSS CONNECTION CONTROL AND BACKFLOW PREVENTION

(1) It shall be against Aspen Cove @ Scofield HOA culinary water system policy, at any connection supplied with water from the Aspen Cove @ Scofield culinary water distribution system, to do any of the following:
   a. To install or use any physical connection or arrangement of piping or fixtures, which may allow any fluid or substance unsuitable for human consumption to enter the potable water distribution system, as required by Section 608.1 through 608.5 of the International Plumbing Code.
   b. To install any connection, arrangement, or fixtures without a Backflow Prevention Device or approved Assembly unless arranged otherwise by the Board Member over Water or employee who may assist with the water system.
   c. To incorrectly install any Backflow Prevention Device or Assembly required by Section 608.6 and 608.1 of the International Plumbing Code.

Any person found in violation of this policy shall be subject to the conditions contained within the CC&R's on page 5, paragraph 5 and under Sections 6.9 and 11.30, see the attached copies of these references.

(1) Administration of this policy shall be referenced by: "Cross Connection Control Program of Utah, November 2003". A copy of the manual shall be available from the Board.

(2) Backflow prevention assemblies required by this policy will be required to be tested at least annually. The Board Member over Water or employee shall prepare and maintain a Backflow Assembly Information sheet on all

such devices and Test results shall be maintained for a period on no less than (5) years.

Part II:

This policy shall take effect on January 1, 2020. A copy of the policy shall be available from the Association President or Board Member over water and will be reviewed for all new construction projects on a case by case basis.

Signed: Dan D Allen

Date: 11-23-2019

Title: President

ASPEN COVE AT SCOFIELD OWNERS ASSOCIATION DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, ASSESSMENTS, LIENS AND EASEMENTS

AS AMENDED
July 28, 2016

WHEREAS, this Amended Declaration of Covenants, Conditions, Restrictions, Assessments, Liens, and Easements hereto referred to as the "Declaration" is made this thirtieth day of July, A. D., 2016 by Aspen Cove at Scofield Owners Association, Inc., a Utah Corporation. This amended Declaration supersedes and replaces any previous versions of covenants, conditions, and restrictions whether separate or combined.

WHEREAS, Aspen Cove at Scofield Owners Association (also referred to as "Association") is the Owner of certain real property in the County of Carbon, State of Utah, Phases 1-6, Eagle View Estates (Plat A), Aspen Estates (Plat B), Mountain Ridge Estates (Plat C), Wildflower Estates (Plat D), Mountain View Estates (Plat E), Lake Ridge Estates (Plat F), according to the recorded Plats thereof, see Exhibit "A", which is herein described as Plats "A-F". Plat "A" is a 46-lot first phase (Lots 1, 3-9, 11-41, 43-44, 46-50), Plat "B" is a 19-lot second phase (Lots 53-71), Plat "C" is a 19-lot third phase (Lots 76-94), Plat "D" is a 10-lot fourth phase (Lots 95-104), Plat "E" is a 15-lot fifth phase (Lots 105-119), Plat "F" is a 21-lot sixth phase (Lots 120 - 140) of a multi-phase Mountain Home Recreational Subdivision which has been zoned and approved for a total of 158 lots comprising approximately 632 acres. Future phases shall be designated as Plats G, H, etc.

WHEREAS, American Recreation & Sports, Inc. (hereinafter referred to as "Developer") 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 to this end, will convey the real property described in all above described recorded Plats with Carbon County Recorder's Office, subject to this Declaration, 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, Aspen Cove at Scofield, in order to insure that the purposes of this Declaration are carried out, has caused the creation of "Aspen Cove at Scofield Owners Association" with the power of administering and enforcing this Declaration 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.

Excepting those rights as specifically retained by Developer under Article XI, 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 for such maintenance and/or improvement of the properties and systems herein described.

NOW THEREFORE, Aspen Cove at Scofield, declares that the real property in said Aspen Cove at Scofield Plats "A-F" 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.

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SECTION 6.9 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 Board of Directors or its authorized representatives in the collection of the amounts, including reasonable attorney's 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. Any lot Owner who fails to pay any assessment or fine, when due, may have their rights and privileges of use of Aspen Cove common areas and any and all other amenities withheld. The Board of Directors will withhold the Utah State Park Pass until payment is received in full. Water delivery may be turned off to lots where there is an unpaid balance of Assessment fees and/or fines that are delinquent for over 30-days. Such termination of water delivery shall be reinstated following payment of the unpaid balance of the member's account.

SECTION 6.10 Enforcement of a Lien: Pursuant to Section 57-8a-302 of the UTAH CODE ANN., as amended, the Association may cause a lot to be sold through non-judicial or judicial foreclosure as though the lien were a deed of trust.

SECTION 6.11 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 - BUILDING PADS RESTRICTED AND IDENTIFIED FOR SPECIFIED LOTS

WHEREAS Developer wishes to (1) preserve to the fullest extent possible views of existing lots in previous phases; and (2) to provide the best possible lake and other vistas for certain new lake-view lots in Phase VI. Therefore, the following lots have specifically identified areas within each lot where the main residential structure, garage, storage or other such major structure may be built. These specified building areas are hereinafter identified as the "building pad" for nine lots, Lots 131 through and including Lot 139. The Architectural Control Committee which is identified and discussed in the following Article VIII, is specifically empowered and required to enforce adherence to the "building pads" as hereinafter identified for Lots 131-139:

Lot 131 - The Building Pad shall encompass the North fifty percent (50%) of the lot as defined by the lot's West Boundary.

Lots 132, 133, 134, and 135 - The Building Pad for each of the aforesaid lots shall encompass the South sixty percent (60%) of each lot as measured and defined by each lot's East Boundary.

Lot 136 - The Building Pad shall encompass the West fifty percent (50%) of the lot as measured and defined by lot's South Boundary.

Lot 137 - The Building Pad shall encompass the East fifty percent (50%) of the lot as measured and defined by the lot's South Boundary.

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pointed at human or other living targets and must be targeted solely to the special target areas. Misuse or careless handling of such devices may result in this privilege being taken away from any Owner by the Board of Directors.

SECTION 11.30 Roads and Water Usage. The Association owns and maintains the roads throughout the Association. Speed limits are posted throughout the Association property at 20 mph. Members should seek to enforce the speed limits personally and by reminder to any who appear to be in violation of the post speed. Maintenance includes grading the roads, clearing the ditches, replacing road-base and gravel as needed and application of Dust Control (Mag Chloride) as needed. The Dust Control treatment retains the fine particles of the road-base material thereby reducing dust and erosion of the roadway. Closure of access to the Association roads is necessary during the preparation and treatment of the Dust Control material to the roads. The Board will notify members of treatment dates by email and the HOA web site at least 30 days in advance to allow for adequate planning of member access. Members should seek to make sure that Owners and guests do not use ATVs or other vehicles such that the turning of tight circles (doughnuts) dig into or cause displacement of the Mag Chloride material in the roadway.

There shall be no contamination of the area around the wells, which might contaminate the water system. Upon detection of any violation of this Section, the issue shall be immediately corrected by action of the Board of Directors. Any costs associated with the correction will be reimbursed to the Association, by the Owner, who is responsible for the person and/or activities, which led to the problem. Backflow prevention devices shall be installed and maintained at each connection to the water system. It is prohibited for anyone to install any physical connection to the water system, which might allow any fluid or substance unsuitable for human consumption to enter the potable water system. Education on cross-connection problems will be included in annual communications with all Owners.

SECTION 11.31 Water Shares, Water System. 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 Owners 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 States requirements. The developer retains the absolute right to control and use the shares currently applied to Plats "A-F" above and beyond .25 Acre feet per lot. (130 lots x .25 = 32.50 Acre feet total for Plats "A-F"; 130 - 32.50 = 97.50) This leaves 97.50 shares or 97.50 acre feet of water to be used by Developer towards future phases for additional lots to be added to the water system or other uses as the Developer may deem necessary.

The Weight family property and successors, located just east of lot 1, consisting of approximately 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 at Scofield for such use.

SECTION 11.32 Developer and Future Phases. Developer has paid for the entire water system and has exceeded water storage requirements for Plats "A-F" with the intent to add additional lots to the water system for future phases. 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 also retains the right to connect all future phases to the existing electrical and telephone systems.

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