

AMENDED DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF ASPEN MEADOWS

THIS IS A DECLARATION of Covenants, Conditions and Restrictions that governs the planned unit development in North Logan, Utah known as Aspen Meadows.

RECITALS

The original Declaration of Covenants, Conditions and Restrictions of Aspen Meadows as recorded with the Cache County Recorder on July 29, 1994.

The Aspen Meadows Homeowner's Association has been created and has received title to certain common area real property in said development which is described in Exhibit "B" attached hereto.

The property which is subject to this Amended Declaration of Covenants, Conditions and Restrictions of Aspen Meadows in North Logan, Cache County, Utah, is more particularly described in Exhibit "A".

It is the desire and intention of the parties that all of the lots and residences shall be subject to the provisions hereof.

Now, therefore, the parties hereby adopt the foregoing Amended Declaration of Covenants, Conditions and Restrictions of Aspen Meadows, which shall serve to govern use of all property in said subdivision.

DECLARATIONS

Declarant hereby declares that all of the properties described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Map previously recorded. This is for the purpose of protecting the value and desirability of the Properties. This Declaration and the Map shall be construed as covenants of equitable servitude, shall run with the properties and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

The properties are located in North Logan, Cache County, Utah, and are described as:

Part of Section 15, Township 12 North, Range 1 East of the Salt Lake Base and Meridian described as follows: Commencing at the Northwest corner of Lot 2, Block 1, Plat "A", HYDE PARK FARM SURVEY, and running thence East, 40 Rods by record; thence South, 11 rods and 4 feet (also South 2°45' West, 2.935 chains to a point on the East line of MEADOW PINES

SUBDIVISION NO. 5 and the East line of 400 East Street; thence South 89°18'18" East along an extended fence line, 38.75 feet to future East line of 66 foot 400 East Street and the true point of beginning; thence South 89°18'18" East along said fence line, 1184.09 feet (South 89°20' East, 18.04 chains by record); thence North 43°00'54" East, 19.20 feet along said fence line to the West line of 33 foot field road; thence North 5°27'23" East along said West line 49.31 feet; thence North 1°42'36" West along said West line, 811.94 feet (North by record) to a fence line; thence North 88°10'18" West along said extended fence line, 1130.97 feet to the future East line of a 66 foot 400 East; thence South 3°00'43" West, 896.67 feet (South, 31 rods 14 feet and South 2°45' West, 6.373 chains by record) to the point of beginning.

Ent 1107237 Bk 1809 Pg 1212

ARTICLE 1 - DEFINITIONS

The following definitions control in this Declaration.

1.01 Declaration means this instrument, and any amendments.

1.02 Plat or Map means the subdivision plat recorded herewith entitled "Aspen Meadows", consisting of one sheet, prepared and certified by a Utah Registered Land Surveyor or any replacements thereof, or additions thereto.

1.03 Property or Properties means that certain real property hereinbefore described, and such additions thereto as may hereafter be subjected to this Declaration.

1.04 Common Area means that portion of Property owned by the Association, shown on the Plat as dedicated to the common use and enjoyment of the Owners.

1.05 Lot means a separately numbered and individually described plot of land shown on the Plat designated for private ownership, but specifically excludes the Common Areas.

1.06 Single Family Home means a single family dwelling without walls or roofs in common with other Single Family Homes. "Single Family Home" includes fee title to the real property lying directly beneath the Single Family Home, within Lot boundary lines.

1.07 Owner means the entity, person, or group of persons owning fee simple title to any Lot which is within the Properties. Regardless of the number of parties participating in Ownership of each lot, the group of those parties shall be treated as one "Owner".

1.08 Association means Aspen Meadows Homeowners Association, its successors and assigns.

1.09 Member means every person or entity who holds Membership in the Association. Every Member is an Owner, and every Owner is a Member.

1.10 Trustees means the governing body of the Association.

1.11 Declarant means the Aspen Meadows Homeowner's Association, Inc., a Utah nonprofit corporation, the existing homeowners, as well as the heirs, successors and assigns of all of the foregoing.

1.12 Mortgage includes "deed of trust" and "trust deed". Mortgagee includes "trust deed beneficiary."

Ent 1107237 Bk 1809 Pg 1213

ARTICLE II – PROPERTY RIGHTS

2.01 Title to the Common Area. Fee simple title of the Common Area parcel has been conveyed to the Association, free and clear of all encumbrances and liens, and is further subject to this Declaration, and easements and rights-of-way of record.

2.02 Owners' Easements of Enjoyment. Every Owner has a right and easement of use and enjoyment in and to the Common Area. This easement is appurtenant to and passes with the title to every Lot, subject to:

- (a) The right of the Association to charge reasonable admission, use, service, and other fees for the use of any service or recreational storage, or parking facility situated upon the Common Area. No fees shall be charged for parking specifically designated on the Plat as appurtenant to a Lot.
- (b) The right of the Association to limit the number of guests of Members using the Common Area.
- (c) The right of the Association with the approval of sixty-seven (67%) of Owners, to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority or utility.
- (d) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Common Area by the Association.
- (e) The right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure.
- (f) The terms and conditions of this Declaration.

- (g) The right of the Association, through its Trustees, to adopt rules and regulations concerning use of the Common Area.

2.03 Delegation of Use. An Owner is deemed to delegate his right of enjoyment to the Common Area and facilities to the Members of his family, his tenants, guests or contract purchasers who reside on the property. No one who is a non-resident shall have any such right of enjoyment.

Ent 1107237 Bk 1809 Pg 1214

2.04 Lot. Each Lot is owned in fee simple by the Owner. Each owner will be responsible to maintain his/her lot. No part of any lot shall be considered as Common Area.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

3.01 Membership. Every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot Ownership. Membership in the Association automatically transfer upon transfer of title by the record Owner to another person or entity.

3.02 Voting Rights. Members are entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, the group of such persons shall be a Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Lot concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Lot. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists. Only written Proxy forms will be permitted, they will only be valid for one meeting and no one Lot can have more than five (5) Proxy votes.

3.03 Officers. The Owners shall elect a President, Vice President, Secretary and Treasurer for two years from each. Elections shall be staggered so the President and Vice President will be elected one year and the Secretary and Treasure the next. The ballot shall cast at a meeting of the homeowners association. The only compensation received by these officers will be a waiver of the portion of the dues attributable to the common expenses during the time of service as an officer. If any officer fails to pay fees for sixty (60) days he shall immediately be removed from office.

3.04 Meetings. The Association shall hold semi-annual meetings of the lot owners. They will be held on the fourth (4th) Thursday of March and September. Other meetings may be called by the Board of Trustees. Any other meeting may be noticed upon 15 days' notice to lot owners at their last known address. The notice shall identify the topics to be addressed at said meeting.

ARTICLE IV – FINANCES AND OPERATIONS

4.01 Creation of Lien -Personal Obligations. Each Owner of any Lot by acceptance of a deed from the Declarant, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association:

- (a) annual assessments or charges;
- (b) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided;
- (c) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Declaration, and
- (d) interest, costs of collection and reasonable attorney's fees, as hereinafter provided.

Ent 1107237 Bk 1809 Pg 1215

All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessment and other amounts shall be the personal obligation of the Owner of such property at the time when the assessment fell due. Successors-in-title shall take title subject to any lien existing on the acquired Property due to any assessment delinquency caused by their predecessors-in-interest. Successors-in-title shall not, however, be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

4.02 Purpose of Annual Assessments. The assessment levied by the Association shall be used:

- (a) for the purpose of promoting the recreation, health, safety, and welfare of the resident of the Properties and
- (b) for the improvement and maintenance of properties, services, and facilities devoted to this purpose.

The assessments must provide for, but are not limited to, the payment of taxes on Association Property and insurance maintained by the Association, the payment of the cost of repairing, replacing, maintaining and constructing or acquiring additions to the Common Areas; the payment of administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance, and replacement of those Common Areas which must be replaced on a periodic basis; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide; at the discretion of the Trustees, for the payment of other charges, including, without limitation, maintenance, management, utility, cable television, trash collection, sewer, and water charges.

4.03 Special Assessments for Capital Improvements. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments may only be levied to defray, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of Common Area structures, fixtures and personal property related thereto. Special assessments must have the consent of sixty-seven percent (67%) of the votes in person or by proxy at a meeting duly called for this purpose. The responsibility for maintenance and repair of all common areas and common improvements shall belong to the homeowners' association.

Ent 1107237 Bk 1809 Pg 1216

4.04 Additional Assessments. In addition to the annual assessments and special assessments for capital improvements authorized herein, the Association shall levy such additional assessments as may be necessary from time to time for the purposes of repairing and restoring the damage or disruption resulting to utilities, streets or other Common Areas. When making such additional assessments, the homeowners association shall be required to always maintain a net worth of no less than One Hundred Dollars (\$100.00).

4.05 Maximum Annual Assessments. The maximum annual assessments shall be established by a simple majority of members

4.06 Notice and Quorum for Assessment Meetings. Written notice of any meeting or Members called for the purposes of taking any action authorized under Sections 4.03 shall be sent to all Members at least thirty (30) days in advance of said meeting. At the first scheduled meeting, a quorum shall consist of those members in attendance at the meeting.

4.07 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots. However, if a Unit Owner desires an extra garbage can or any extra service, that homeowner's dues will be increased accordingly.

4.08 Periodic Assessments. Annual, special and additional assessments may be collected on a monthly or quarterly basis, as the Trustees determine.

4.09 Date of Commencement of Annual Assessments - Due Dates. At least thirty (30) days prior to the commencement of each new assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. Receipt of notice shall not be a pre-requisite to validity of the assessment.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of annual and special assessments in equal installments throughout the assessment year.

The Trustees shall prepare a roster of the Properties and the assessment applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept

by the Treasurer of the Association, who shall record payments of assessment and shall allow inspection of the roster by any Member at reasonable times.

Ent 1107237 Bk 1809 Pg 1217

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.10 Notification and Remedies of Non-Payment of Assessment. A bill shall be sent out every month showing the services rendered for the previous month. Any assessment or installment thereof not paid within thirty (30) days after the due date shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) annually (or such lesser rate as the Trustees shall determine appropriate) until paid. Anything over ninety (90) days will be given a written warning via certified mail to be made current or HOA will file for relief in small claims court within 10 business days after said notice has been sent. The Trustees may, in the name of the Association.

- (a) Create a payment plan to help those in delinquency become current in assessments.
- (b) Bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or
- (c) may foreclose the lien against the Property in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of Mortgages, or in any other manner permitted by law, and/or
- (d) may restrict, limit or totally terminate any or all services performed by the Association in behalf of the delinquent Member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an amount for the reasonable rental for the lot from the time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale, the Lot of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale by foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

4.11 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of the Federal Housing Administration or institutional lender or the Veterans Administration if the Mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

Ent 1107237 Bk 1809 Pg 1218

4.12 Books and Records and Audit. The Association shall maintain current copies of the Declaration, Articles, Bylaws, Rules and other similar documents, as well as its own books; records and financial statements which shall all be available for inspection by Lot Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching, or extracting from such documents. A Lot Owner or holder, insurer or guarantor of a first Mortgage may obtain an audit of Association records at its own expenses so long as the results of the audit are provided to the Association.

4.13 Water and Utility Lines. The Association shall maintain the utilities up to the water meter on each lot. From (and including) the water meter to the home the maintenance and repair thereof is the responsibility of each homeowner. Each homeowner is responsible for maintenance and repair thereof if it is within the homeowner's boundary line. If such utility lines are within the common area, then the maintenance and repair is the responsibility of the Association.

ARTICLE V - INSURANCE

5.01 Casualty Insurance on Common Area. The Trustees shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement costs thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are common expenses which shall be included in the regular annual assessments made by the Association. In addition to casualty insurance on the Common Area, the Trustees may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Trustees deem appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all the Single Family Homes including the structural portions and fixtures thereof. Insurance premiums from any such blanket insurance

coverage, and any other insurance premiums paid by the Association shall be a common expense of the Association to be included in the regular annual assessments as levied by the Association. The insurance coverage with respect to the Single Family Homes shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Owners.

5.02 Liability Insurance. The Trustees shall obtain a comprehensive policy of public liability insurance covering all of the Common Property for at least \$1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Areas. Liability insurance policies obtained by the Association shall contain a "severability of interest" clause for endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

Ent 1107237 Bk 1809 Pg 1219

5.03 Fidelity Insurance. The Trustees may elect to obtain fidelity coverage against dishonest acts on the part of managers, Trustees, officers, employees, volunteers, management agents or others responsible for handling funds held and collected for the benefit of the Owners or Members. In procuring fidelity insurance the Trustees shall seek a policy which shall:

- (1) name the Association as obligee or beneficiary, plus
- (2) be written in an amount not less than the sum of
 - (a) three month's operating expenses, and
 - (b) the maximum reserves of the Association which may be on deposit at any time, and
- (3) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee".

5.04 Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Trustees in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the Property which may be damaged or destroyed.

ARTICLE VI - ARCHITECTURAL CONTROL COMMITTEE

6.01 General Restrictions. No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or change or alteration to any Lot or Single Family Home be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and design and location in relation to surrounding structures and topography by the Trustees or, if such a

committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and compliance with this article will be deemed to have been made. The Members of the Architectural Control Committee shall be the Board of Trustees.

Ent 1107237 Bk 1809 Pg 1220

6.02 Amendment of Architectural Restrictions. Notwithstanding the foregoing, without the prior written approval of at least sixty-seven percent (67%) of the Owners, neither the Association nor the Architectural Control committee shall have the power, by act or omission, to change, waive or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance of dwellings and lots and the maintenance of the Common Area, including walls, fences, and driveways.

6.03 Roof Pitch. All dwellings shall be constructed so as to have a minimum 4/12 pitch.

6.04 Square Footage. All dwellings in Phase 3 shall be constructed with a standard two car garage. Moreover, all ramblers constructed in the subdivision shall have a minimum of 1,350 square feet above ground. All multi-level dwellings, including two story, shall have a minimum of 1,350 square feet above ground and a total square footage of 1,700 square feet. Any slab on grade construction shall be a minimum of 1,500 square feet. After January 1, 2006 no additional split entries shall be allowed.

6.05 Exterior Materials. All dwellings shall be constructed with 30% brick or rock on the front thereof.

6.06 Construction of Dwelling. Within one year of lot purchase, an Owner shall complete construction of the dwelling and obtain a certificate of occupancy from North Logan City. Within 24 months of issuance of the certificate of occupancy, all landscaping shall be completed on the property.

6.07 Existing Homes. To the extent any dwelling already constructed on a lot prior to recording of this Amended Declaration of Covenants, Conditions and Restrictions of Aspen Meadows does not meet the minimum architectural requirements, such shall not be enforceable as against said Dwellings only.

ARTICLE VII EXTERIOR MAINTENANCE

7.01 Exterior Maintenance by Owner. Each Owner shall be responsible for maintenance to the exterior of the Single Family Home and Lot owned by the Owner, excepting therefrom areas identified as Common Areas. Each Owner shall maintain the exterior of the Single Family Home and Lot in accordance with guidelines and standards set forth by the Association. See Addendum "A". If the Owner fails to perform maintenance that is the Owner's responsibility,

and after ten (10) days written notice (which notice shall not be required in the event of emergency or a threat to life, health, property, or safety), the Trustees shall provide exterior maintenance upon each such Single Family Home and Lot. The cost of such maintenance shall be assessed against the Single Family Home or Lot and shall become a lien upon such property pursuant to Section 4 hereof

Ent 1107237 Ek 1809 Pg 1221

7.02 Exterior Maintenance by Association. The Association shall be responsible for maintenance upon the Common Area, which is defined as any area not within a lot boundary.

7.03 Exterior Maintenance Contracts. Any Owner who wishes to contract with the Association for maintenance of the Owner's Single Family Home and Lot may do so by signing an agreement with the Association at a mutually acceptable price for such services. The cost of these services shall not be a common expense, but shall be paid exclusively by the Owner.

7.04 Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

7.05 Alterations of Maintenance Duties by Rules. The duty of maintenance for the area of a Lot outside the walls of the Single Family Home, and the Common Areas adjacent and appurtenant to the Single Family Home may be altered by Rules of the Association.

ARTICLE VIII - USE RESTRICTIONS

8.01 General Use Restrictions. All of the properties which are subject to this Declaration are hereby restricted to Single Family Homes, and buildings in connection therewith, including, but not limited to, community buildings on the Common Property. All buildings or structures erected on the Properties shall be of new construction and no buildings or structures shall be removed from other locations to the Properties and no subsequent buildings or structures dissimilar to those initially constructed shall be built on any Lot. No dwelling shall be converted into an owner-occupied duplex, triplex, etc.

8.03 Signs and Commercial Activity. Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Lot or any portion of the Properties. Signs during elections are allowed four (4) weeks prior to Election Day and must be taken down one day after election. Any home business that will increase vehicle traffic or increase parking problems must be approved by the officers of the homeowners association and comply with North Logan City rules and regulations governing home businesses.

8.04 Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the Properties nor shall anything be done thereon which may be or may become an annoyance

or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

8.05 Animals. No animals, or livestock of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets, two or less in total number, may be kept provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property which result in an annoyance or are obnoxious, by noise, smell or otherwise, to Lot Owners. All pets must be kept within their Owner's Lot or on a leash when in the Common Areas. This provision may be made more restrictive by Rule of the Association.

Ent 1107237 Bk 1809 Pg 1222

8.06 Use of Common Area. Except for the rights of ingress and egress, Owners are hereby prohibited and restricted from using any of said Common Area other than as permitted in this Declaration of Covenants or as may be allowed by the Trustees. It is expressly acknowledged and agreed by all parties concerned that this restriction is for the mutual benefit of all Owners of Lots in this Properties and is necessary for the protection of the interests of all said Owners in and to the Common Area.

8.07 Parking. Parking spaces (driveways) within the properties shall be used for parking of motor vehicles actually used by the Owner or his immediate family. No motor vehicle which is inoperable shall be placed in common parking areas, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the Owner's expense. Such expenses of removal shall be secured by the lien for assessment obligations previously provided in Section 4.01. Recreational vehicles, boats, travel trailers and similar property may not be parked in common parking areas, and unless permitted by rule of the Association, may not be parked in parking areas designated on the plat for exclusive use. No on street parking is allowed from 12:00 a.m. to 7:00 a.m. Each Owner shall provide sufficient off-street parking for all residents at each lot.

8.08 Fences. No fences, hedges or walls shall be erected or maintained upon any Property except such as are installed in accordance with the initial construction of the buildings located thereon and as approved by the Trustees. Any Lot next to the park on which a fence is constructed must install a full privacy, white vinyl six foot fence. Any fence that faces the street must be a vinyl fence. Any other fence can be chain link but must have vinyl slats. Fences between neighbors can be any type to which both neighbors agree. The Architectural Control Committee has authority to grant variances to the foregoing fence restrictions if compelling circumstances exist.

8.09 Exterior Television or Other Antennas. No exterior radio or other antennas, except television antennae, high speed internet and/or satellite dishes which shall not exceed four feet in height, shall be placed, allowed or maintained upon any Lot or upon any structure or portion of the improvements situated and located upon the Properties without prior written approval of the

Architectural Control Committee. Any flagpole erected upon the Properties shall not exceed twenty-five (25) feet in height.

8.10 Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. Garbage should be placed in proper containers.

Ent 1107237 Bk 1809 Pg 1223

8.11 Oil and Mining Operations. No oil drilling, oil development operations, oil refining quarrying, or mining operations of any kind shall be permitted upon or in the Properties or any Lot. No derrick, lift, shaft, or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon the Properties or any Lot.

8.12 Interior Utilities. All utilities, fixtures, and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits, or systems enter boundaries of a Lot shall be maintained and kept in repair by the Owner thereof. An Owner shall not do any act nor any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

8.13 Leases. Non-owner occupied leases are allowed. Any lease or rental agreement shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association and that any failure by lessee to comply with the terms of such documents shall constitute a default under the lease. No owner-occupied duplex or Accessory dwelling unit as specified by North Logan City shall be permitted. Homes may be leased so long as all rules, ordinances and requirements of North Logan City are followed.

ARTICLE IX - EASEMENTS

9.01 Encroachments. Each Lot and the property in the Common Areas shall be subject to an easement for encroachments created by constructions, setting, and overhangs. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event the structure containing Lots is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Lots or Common Areas due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

9.02 Utilities. There is hereby created a blanket easement upon, across, over and under all of the Properties for ingress and egress, limited to water, sewers, gas, telephone, electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Properties to lay, construct, renew, operate, and maintain conduits, cables, pipes, mains, ducts, wires, and other necessary equipment on the Properties, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/ or telephone wires, circuits, and conduits on, above, across and under

roofs and exterior walls. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Properties except as initially programmed and approved or thereafter approved by the Association. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof. All utilities that are installed in, upon, under, or through the Common Areas of the Properties shall be maintained by the Association. The Association shall also be a beneficiary of the foregoing utility easement.

Ent 1107237 Bk 1809 Pg 1224

9.03 Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services, and all similar persons or enter upon the streets and Common Areas in the performance of their duties.

9.04 Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees, and to any maintenance company selected by the Association to enter in or to cross over the Common Areas and any Lot to perform the duties of maintenance and repair.

9.05 Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

ARTICLE X - GENERAL PROVISIONS

10.01 Enforcement. The Association or any Owner, 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 this Declaration, including, but not limited to, any proceeding at law or in equity against **any person or persons violating or attempting to violate any covenant or restriction**, either to restrain violation or to recover damages, and against the land to enforce any lien created by this Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. **In the event that action, with or without suit, is undertaken to enforce any provision hereof, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee.** Any legal action to enforce the terms hereof shall be brought in the courts of the First Judicial District, State of Utah, in and for the county of Cache. The Officers may levy a fine or penalty not to exceed \$100.00 per day against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice.

10.02 Severability. All the conditions, covenants, and reservations contained in this Declaration shall be construed together, but if any such condition, covenant, or reservation, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation or any part thereof, shall be thereby affected or

impaired; and the Association, and Owners, their successors, heirs, and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause or phrase.

Ent 1107237 Bk 1809 Pg 1225

10.03 Duration. The covenants, conditions, 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 twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods often (10) years.

10.04 Amendment. These covenants, conditions, and restrictions of this Declaration may be amended by an instrument approved by a quorum; sixty-seven percent (67%) of the votes, in person or by proxy at a meeting duly called for this purpose. Any amendment must be recorded in the records of Cache County, Utah to become effective and must be executed by the officers and trustees of the Association.

10.05 Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid to the last known address of the person who is entitled to receive it.

10.06 Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.07 Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, regardless of the number of violations which may occur.

10.08 Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the Declaration.

ARTICLE XI ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant herein contained may be delegated, transferred or assigned.

Exhibit "A".

All lots in the Aspen Meadows P.U.D., as shown by the official plat filed July 26, 1994
as filing No. 605928 in the office of the Cache County Recorder, Utah.

Ent 1107237 Bk 1809 Pg 1226

Exhibit "B"

The common areas within the Aspen Meadows PUD (including private streets) and the common area lot(s) containing 7.83 acres also identified as Tax ID 04-116-0099.

Ent 1107237 Bk 1809 Pg 1227

Addendum "A"

Guidelines and Standards for Exterior Maintenance by Homeowners

Ent 1107237 Bk 1809 Pg 1228

The following guidelines and standards are set forth as directed by section 7.01 of the Covenants, Conditions and Restrictions of Aspen Meadows.

1. Condition of Dwellings and Other Structures

- A. These structures shall be kept in good repair at all times including but not limited to items such as;
 - 1. Broken windows shall be repaired within seven days.
 - 2. Siding and/or paint shall be maintained in such a state as to not detract from the overall appearance of the development.
 - 3. Graffiti shall be removed or covered up within 72 hours.
 - 4. Fences and gates will be properly maintained with broken slats or gates being repaired as needed.

2. Landscaping and Lot Maintenance

- A. All lots must complete landscaping as per Section 6.06 of the Aspen Meadows CC&R's.
- B. Lots that have completed landscaping will maintain lawns and other landscaping so as to remain green and groomed throughout the normal growing season. Lawns should not be allowed to grow to a height of more than 4". Flowerbeds and gardens that are in seen from common areas should not be allowed to become overgrown with weeds. All areas visible from the common areas shall be kept free of trash. Toys and sports equipment need be picked up daily and when not in use.
- C. At no time will cars, trailers or other equipment be stored on the lawns or landscaped areas of the property.
- D. Large play equipment, such as inflatable play houses, swings sets or trampolines need be kept at the rear of house or behind fencing in the side yard.
- E. Lots that are not yet required to have completed landscaping will nonetheless be required to keep said lot free of weeds and overgrowth. A maximum height of 6" will be allowed. All construction debris and piles of excess soil left from construction will be removed from the lot.
- F. Lots that are not yet built upon, including those owned by developers or contractors shall be also be maintained as per 4.04 of the Aspen Meadows CC&R's. The sites shall be kept free of construction debris and piles of building materials not being used for current construction. No lot may be used as a storage yard or trash pile at any time. These lots must also maintain a maximum height of 6" or less on all growth on the lot.
- G. During the landscape and building process, all common areas including sidewalks and roadways will be kept free of materials. This includes mud and the like that may be transferred from the lot to the common area by vehicles and construction equipment. The contractor or homeowner should clean these up immediately and never more than 24 hours after occurrence.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto set their hand and seal this 22 day of May, 2014.

Aspen Meadows Homeowner's Association INC,

BY:


Daniel J. Brownell, Trustee

Ent 1107237 Bk 1809 Pg 1229

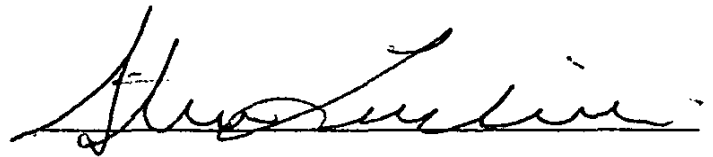
Acknowledgement

State of Utah

County of Cache

This certifies that on this 22 day of May 2014 personally appeared before me the undersigned, a Notary Public, in and for said County and State, the within named Daniel J. Brownell, known to me be the person named in and who executed the foregoing instrument and who known to me be a member of Aspen Meadows Homeowner's Association, INC acknowledged to me that he executed said instrument freely and voluntarily for the purpose and use herein mentioned, on behalf of said Homeowners association and by vote of membership of Aspen Meadows Homeowners's association, INC.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.



Notary Public

Residing at: Logan Cache Utah

