

October 30, 2014

Dear Board,

Thank you for taking the time to listen to what we have to say. We are certainly not here to offend, pick fights, or get in a confrontation with anyone. That is not the kind of people we are and we do not want to have turmoil and animosity with our neighbors at Aspen Cove. We have the utmost respect for the time and effort the Board puts into the HOA. We love the area and enjoy contributing to the betterment of it. We were at the Working Meeting in June with our children and it was enjoyable to work together making the area even more beautiful.

We have been told that we are not allowed to use the road that offers access to our cabin.

So how did we get here? We asked Sandy a few questions via email on June 19 about gravel and yard work we wanted to do at our cabin. From there we were told on June 24 via email that Mr. Blackburn (the previous owner) had never cut a road to the association road and we would be required to cut in our own road to an association road. With that email, we received a map with the association roads and borders outlined by color. (map is included in this packet and the roads are burgundy with our property and the burgundy association road sharing a common line).

We did at this point offer to gravel, maintain, and plow the road at our own expense if we would be allowed the continued use of the road. We felt like this would be a benefit to the Association for better access to the water tower.

We decided to do some research of our own to see where the real issue was. We contacted Carbon County and talked with Curtis Page about how the Plat Map for our neighborhood reads. (the Plat Map is included with two different enlargements of the road and the verbage). It appears that all roads in the association are for the use of the homeowner.

Sandy had Mark Nelson call and talk to us about the dilemma. He said that he and Mr. Blackburn agreed that Mr. Blackburn could cut a driveway from his cabin to an association road near the water tower. It has been used this way for 17 years without problems that any of the Blackburn family members could tell us about. In our conversation, Mark Nelson said that he did not see a reason that we couldn't continue to use the road the way it has been used, but that it wasn't up to him. He said that as the original developer he had the sole discretion to direct the use of developed or undeveloped common areas (as Article X section 29 reads. This in included in the packet).

It appears on both maps that Mr. Blackburn did cut in a driveway from his cabin to a road with a burgundy line. This driveway is 130' long (see attached picture).

We spoke with Sandy on our property on August 3, 2014 about what our hopes would be for the use of the road. We asked why it was a problem to use the existing road? We were told that the snow plow blocks the road. We found last winter that the snow plow is parked 10' off the road so that it can hook up to electrical (see attached picture). The extra area that snow plow has to park is 22' wide by 80' long. We were also told that it would be a liability for the association due to a nearby "bunker." This bunker

is a manhole cover and is also more than 10' off the road with a cement bollard to keep anyone from hitting into it (see attached picture). There is nothing on or under the road that would pose any more of a legal risk than any other association road. We were then told that we would still need to cut a road in for ourselves or that we would go to court over it. Sandy said the Association only had \$70,000.00 to fight it in court. We did reply that we would also be willing to fight this issue in court if she perused legal action. We again requested to meet with the Board prior to any legal being brought in before Sandy removed herself from our property.

We received a Letter from Jeffs and Jeffs Law Office on September 19, 2014 informing us that the HOA would take steps to block access to our cabin from that road (the letter is attached). We were surprised to receive this letter as we thought we were waiting to meet with the Board to discuss it before legal had to be involved. On September 20, 2014 Sandy and Kelly Hoffman stopped by our cabin and told us to disregard the letter and that they would look into options until we could meet with the Board. On September 23, 2014 we received an email from Sandy saying that she had concluded her research and that we again needed to cut in our own driveway and that she would close off the road in the Spring.

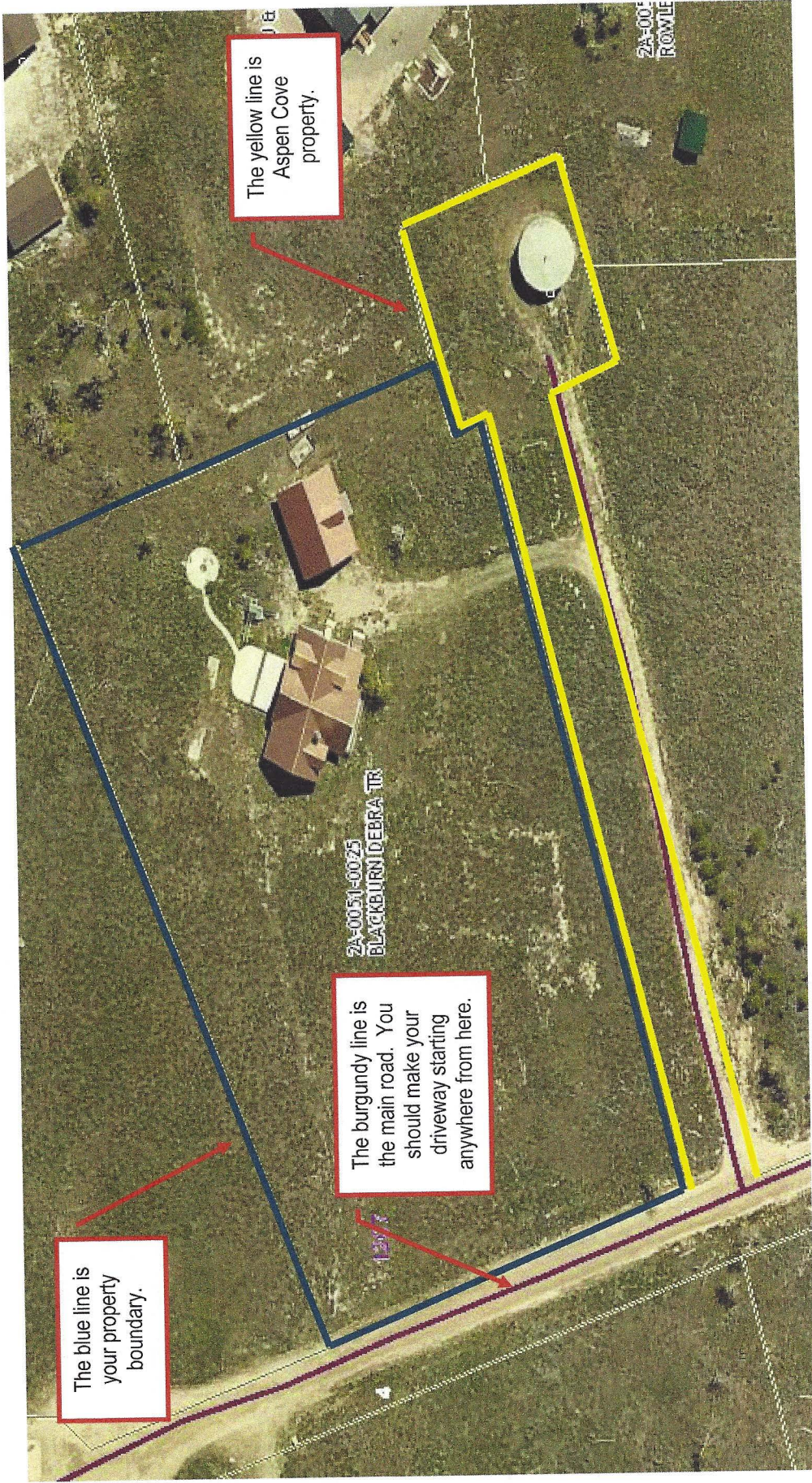
We did contact an attorney, but have not done anything legally because we have been waiting months to have a meeting with the Board in person.

We would ask the Board consider letting us continue to use the road that already exists. We love the beauty of the area and don't want to distract anymore from it by cutting in another driveway.

Sincerely,

A handwritten signature in blue ink, appearing to read "Kelly Stanworth". The signature is written in a cursive style with a large initial "K".

Jeff & Kelly Stanworth



When the Blackburn's built their cabin they (without authorization) utilized Aspen Cove's existing road to access their property. Any improvements done to your property should be within your property boundary not to the utility road or surrounding the water tank.

It is strongly suggested that you make your own driveway going into your property off the main road and not count on the utility road always giving you access to your cabin.

This is the map and wording we received from Sandy via email on June 24, 2014. As per her verbiage, our driveway was to come off a burgundy line. In looking at the map, our driveway, that has been there for 17 years, does come off of a burgundy line. The yellow lines on the map are about 15' to the North off. The yellow lines going to the water tower should be shifted about 15' to the South. Our property line aligns with the edge of the existing road and isn't as far over as the yellow line on this map indicates.

PHASE I - ASPEN COVE AT SCOFIELD

DO HEREBY DEDICATE FOR PERPETUAL USE OF THE HOME OWNERS ASSOCIATION ALL PARCELS OF LAND SHOWN ON THIS PLAT AS INTENDED FOR THE HOME OWNERS USE. IN WITNESS WHEREBY I HAVE HERUNTO SET my hand THIS

21ST DAY OF DECEMBER A.D. 19 99

AMERICAN RECREATION & SPORTS, INC.

DBA ASPEN COVE AT SCOFIELD

Mark L. Nelson

BY MARK L. NELSON, PRESIDENT

X Judy Howard

ACKNOWLEDGMENT

STATE OF UTAH

County of Carbond

ON THE 21ST DAY OF DECEMBER S.S. A.D. 19 99, PERSONALLY APPEARED

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY OF

IN SAID STATE OF UTAH, THE SIGNER) OF THE ABOVE OWNER'S DEDICATION, _____

IN NUMBER, WHO DULY ACKNOWLEDGED TO ME THAT HE _____

SIGNED IT FREELY AND VOLUNTARILY AND FOR THE USES AND PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES

7-1-00



Barbara Flenetakis
NOTARY PUBLIC

referred to as PRWUA) stock that is dedicated to the respective lot. However, the .25 Acre foot per lot of water and the PRWUA stocks/shares are owned and controlled by the Aspen Cove at Scofield Homeowner's Association.

One-quarter Acre foot of water meets the requirements for a seasonal home under the State Department of Health and the State Division of Water Rights. However, Developer was required to file one acre foot (which is equal to one share) of PRWUA stock per lot as per requirements of the PRWUA at the time of recording the subdivision. This requirement may change in the future to meet the State's requirements. The developer retains the absolute right to control and use the shares currently applied to Plat A above and beyond .25 Acre feet per lot. ($12 \times .25 = 12$ Acre feet total for Plat A; $48 - 12 = 36$) This leaves 36 shares or 36 acre feet of water to be used by developer towards future phases for additional lots to be added to the water system.

Developer has also paid for the entire water system and has exceeded water storage requirements for Plat A with the intent to add additional lots to the water system. Developer shall retain the right to connect all additional phases to the initial water system. This includes the use of and connection to all improvements such as water storage tank, booster pump, distribution lines, well, well pump, water shares, easements, etc.

Developer has also planned and constructed the roadways to meet additional traffic anticipated by all future phases of development using the current road system for Plat A. Developer shall retain the right to connect all future phases to the road system and shall retain rights of ingress and egress for such future roads.

~~SECTION 29. At the Developers sole discretion, all future phases will have full use and access to all common area and amenities, roads, trails, gated entry, utilities, and any other benefits/areas that owners of Plat A have the right to use and enjoy. All owners of lots in future phases will have to pay the same yearly association dues as Plat A owners if Developer elects to give the same use and rights to future owners. All owners of lots in future phases/plats will be 1) Members of the Aspen Cove at Scofield Homeowner's Association; or 2) Developer also reserves the right to create another association for future phases with separate association dues in lieu of the paying dues of Plat A owners.~~

ARTICLE X, SECTIONS 28 and 29, cannot be amended, changed, or altered in any way by the Homeowner's Association; only by the Developer/Declarant. This protection shall supercede any and all other sections in these CC & R's that may state or imply otherwise.

Association may at any time require a Lot Owner to install a water meter at the Lot Owner's expense to monitor the delivery and use of water at such given lot if such is deemed prudent by the Association.

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

(c) The right of the Association to dedicate or transfer all or any part of the Developed Common Area and Facilities or Undeveloped Common Area 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 thereunder 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. Declarant, for each lot owned by it, covenants and agrees after July 1, 1998, to pay to the Association the regular assessments and special assessments to be established, made and collected as provided in this declaration, except that Declarant will not be charged for Annual Scofield State Park Passes on lots which it owns.