



January 2022

# NEWSLETTER

## Annual Meeting Reminder.

*We are just two weeks away from our annual association meeting:*

*Thursday, January 27, 2022 at 6:30 P.M.*

*UTAH VALLEY HOME BUILDERS' ASSOCIATION OFFICE*

*EAST MILL ROAD VINEYARD, UTAH (1/2 mile west of the Center Street Orem exit)*

*We are looking into the possibility of streaming the meeting via Zoom for those who are concerned about the virus or unable to attend for some other reason. We do have some important matters to discuss so I hope you will make every effort to attend.*

**Road Conditions.** *As I'm sure you are aware, we have had some extraordinary weather the past few weeks. As of today, the roads are passable with a few narrow spots. There were times during the last weeks of December and the first week of January when the roads were completely impassable. Our contractor put in some very long days attempting to fight the persistent drifting. For the past week or so they have been using a bulldozer to widen the roads.*

*It is very important to remember that the rules of the association prohibit vehicles not equipped for these conditions during winter months in Aspen Cove. As a reminder, here is some language from the CC&Rs, Section 11.18:*

*During the time period of November 1st until April 1st there shall be no trailers permitted to travel on the roadways and all vehicles shall be 4-wheel drive. If an individual attempts to operate a non-4-wheel drive and or trailer during the specified non-permitted times the operator takes on all financial responsibility for any accidents, damage, blocked access, destruction of roadways, etc. and is subject to fines imposed by the board of directors. Owner shall inform all guests of these requirements.*

Unfortunately, we have had a number of vehicles that had no business being in our subdivision getting stuck and requiring assistance to clear.

**Parking At The Boat Ramp.** For many years we have had an understanding with management of the State Park that trailers and cars not equipped for the winter conditions in Aspen Cove may park in the parking lot of the boat ramp below Aspen Cove. They have been willing to do this because we have paid our contractor to plow the parking lot and the roadway through the park and out to the highway.

Well, as the saying goes "there's a new sheriff in town." Our longtime friend and park manager Larry Johansen retired and has been replaced by a younger assistant park manager. The new manager's name is Chris Nelson. He is sociable enough, but before communicating with us he began issuing tickets to members and guests parking in the lot.

I have been working through this with him and have a temporary understanding that will get us through this winter. The bottom line is, if you leave a vehicle parked there you should display your park pass. If you do this you will not be ticketed. If you have visitors or need to park multiple vehicles, an alternate way of staying clear of trouble is to use one of the fee envelopes available at the entrance to the park. Fill in the blanks as indicated and where it asks for the amount enclosed, write the letters AC followed by the cabin number. Displaying this on your dash will keep you from being ticketed.

**Annual Billing For Dues And Park Passes.** Curtis Steele, our Treasurer, has sent each of us two documents: an invoice and a statement covering our 2022 dues and park pass. Here's a little background:

First, the association is required by written agreement with the State Parks to purchase one annual pass each year for each lot in Aspen Cove. This requirement is also set forth in the CC&Rs. Last year for the first time we were able to negotiate some flexibility. Instead of a single one-size-fits-all park pass for everyone, we as owners now may choose a senior pass for \$50 for those who are 65+; an "all parks" pass for \$100 for those who are interested in using the pass to visit other parks; and for those who do not qualify for the senior pass and don't plan on visiting other parks, is a Scofield only pass for \$75. The \$75 pass is the default for those who do not communicate a choice. Your park pass choice is indicated in the Description column of your invoice. It is displayed in ALL CAPS. The amount you have been billed is adjusted to reflect this choice.

*This set of choices was negotiated and completed after last year's billing had been sent. Everyone's billing last January included provision for a \$100 pass. So, if last year's choice of park pass was other than the \$100 "all parks" pass, the result was a credit of \$25 or \$50 that carried into this year.*

*This year's invoice (for 2022) reflects the base dues plus the cost of one of the three park pass options as described above. The statement begins with the credit from last year (indicated as a Balance Forward, if applicable), followed by the amount of the invoice or billing for this year.*

*The net amount due is displayed in the lower right-hand corner of the statement and is what each of us owes. The due date is January 31st. If you wish to change your park pass choice, it is not too late. Just send a note to [board@aspencovehoa.org](mailto:board@aspencovehoa.org).*

*The association does not have the capability to accept credit cards or electronic transfers. So please just send a check to the address indicated at the top of either document.*

### ***Short-Term Rental Not Permitted in Aspen Cove.***

*Although addressed multiple times in Association newsletters and direct conversations with owners, we have a few owners who persist in violating this policy. Stating the matter plainly once again, our covenants **prohibit** short-term rental of properties in Aspen Cove. Short-term is defined as less than 30 days. The specific restriction is set forth on page 15 of the CC&Rs, as follows:*

**SECTION 11.1 Land Use and Occupancy.** All Lots shall be used for residential purposes only...no Owner shall rent, lease or let his home for transient/tourist home or hotel purposes. Any lease rental which is either for a period of less than thirty (30) consecutive days or pursuant to which the Lessor provides any services primarily associated with a hotel or is a "time share" disposition shall be deemed to be for transient/tourist home or hotel purposes.

Further clarification is set forth in **ARTICLE 1 - DEFINITIONS**, as follows:

**"Transient / Tourist Home"** shall mean temporary lodging less than thirty (30) consecutive days. Pursuant to section 59-12-103 of the UTAH CODE ANN., as amended, this is considered a commercial business.

Operation of a commercial business in Aspen Cove is prohibited in **Section 11.23**.

*In addition to blatant violation of our Covenants, these transient renters have been the lion's share of problems in the roadways as mentioned above (Road Conditions). Nearly every incidence of two-wheel drive cars getting stuck in the*

*past few weeks have identified themselves as renters to members of the board, to our plowing contractor, or to the park ranger. We have literally been paying our contractor to assist these visitors who are blocking the roadway, preventing the contractor from doing their job. These constitute additional violations of the Covenants for which the owner must also be held liable.*

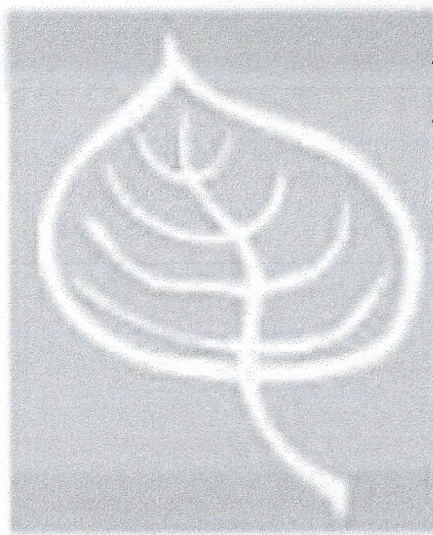
*As a result of this activity the board of directors has unanimously voted to greatly increase fines associated with these violations, along with possible other remedies. We will be presenting the details of these enhanced enforcement tools for discussion and vote of the membership at our annual meeting.*

*Sincerely,*

*Dan Allen*

*Association President*

*Aspen Cove*



ASPEN  
COVE  
AT SCOTFIELD