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BRIDGER JACK MESA POA
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SAN JUAN COUNTY CORPORATION
For: BRIDGER JACK MESA POA

**AMMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
Bridger Jack Mesa Subdivision, Phase II**

This **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** (the "CCRs") is made this 11th day of **April 2015** by the Bridger Jack Mesa Subdivision Property Owners Association (the "POA" or "Association").

RECITALS

- A. The Bridger Jack Mesa Subdivision is composed of real property described as Lots 3 through 46 (the "Lots"), Bridger Jack Mesa Subdivision, Phase II in Section 36, Township 27 South, Range 22 East, Salt Lake Meridian, as shown on the final Plat thereof in the real property records of San Juan County, Utah (the "Subdivision").
- B. The original CCRs for the Subdivision were recorded as Entry No. 8349 in the real property records of San Juan County on October 17, 1994 ("Original CCRs"); an Addendum to Bridger Jack Mesa Subdivision Covenants and Restrictions to Run with the Land was recorded as Entry No. 10198 in the real property records of San Juan County on June 23, 1995 ("First Addendum"); the Bridger Jack Mesa Subdivision Amended Covenants and Restrictions to Run with the Land was recorded as Entry No. 65201 in the real property records of San Juan County on December 19, 2001 ("First Amendment"); the Bridger Jack Mesa Subdivision Amended Covenants and Restrictions to Run with the Land was recorded as Entry No. 67501 in the real property records of San Juan County on November 6, 2002 ("Second Amendment"); and the Bridger Jack Mesa Subdivision Amended Covenants and Restrictions to Run with the Land was recorded as Entry No. 76606 in the real property records of San Juan County on March 17, 2005 ("Third Amendment"); and the Bridger Jack Mesa Subdivision Amended Covenants and Restrictions to Run with the Land was recorded as Entry No. 76607 in the real property records of San Juan County on March 17, 2005 ("Fourth Amendment").
- C. By execution and recording of these CCRs, the Association desires to consolidate the Original CCRs and the First through Fourth Amendments into one governing document; update the CCRs to be consistent with Utah law; and continue to maintain and develop the Subdivision as a highly desirable residential area.
- D. These CCRs amend and restate the original CCRs and the First through Fourth Amendments, which documents are superseded by the terms herein and are of no further force and effect. The First Addendum is not otherwise affected by these CCRs and continues in full force and effect.

NOW THEREFORE, the Association, through a vote of approval of at least 67% of the Members eligible to vote at a properly noticed Meeting on the date first written above, hereby makes the following Declaration containing covenants, conditions, and restrictions, which shall attach to, be binding upon, and run with the land underlying the Subdivision, specifically Lots 3 through 46 and any Common Space contained in Phase II.

ARTICLE 1: PURPOSE AND INTENT

It is the purpose of the Subdivision, and the Association managing the same, to:

1. Establish and maintain the Subdivision as a desirable residential area;
2. Ensure that all Lots, and the improvements located thereon, are high quality and of suitable architectural design;
3. Develop and maintain property value for the Owners;
4. Preserve the natural environmental and scenic beauty of Bridger Jack Mesa;
5. Provide for the establishment and maintenance of a private road system to serve the Subdivision; and
6. Do whatever may be deemed necessary, conducive, incidental or advisable to accomplish and promote said purpose and intent.

ARTICLE 2: DEFINITIONS

1. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot, as further described in Article 5.
2. "Architectural Review Committee" means the subcommittee of the Association appointed to consult or review and approve individual plans for site work, infrastructure, house and any of the structures including fences and gates in the Subdivision.
3. "Assessment" means all common expense assessments, insurance assessments, utility assessments, and any other expense levied to Lots pursuant to this Declaration or the Utah Common Interest Ownership Act, including interest, late fees, attorney fees, fines, and costs.
4. "Association" means the Bridger Jack Mesa Subdivision Property Owners Association, the entity formed for the governance of the Subdivision and the administration and enforcement of these CCRS and Rules and Regulations, if any, adopted by the Association.
5. "Board of Trustees" or "Board" means the Executive Board elected by the Members pursuant to the Bylaws to manage the Association.
6. "Bylaws" mean the Bylaws of the Association.
7. "CCRs" means this document, as the same may be hereafter amended or supplemented.
8. "Code" means the San Juan County Code, as amended.
9. "Common Elements" mean any personal and real property owned and managed by the Association, which includes the Subdivision's Common Road System.

10. "Common Expenses" mean and refer to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves, including those expenses incurred to manage, maintain, and repair the Common Elements.
11. "Common Road System" means Bridger Jack Trail, all minor roadways within the Subdivision, and the easements appurtenant to such roadways including the road beds, ditches, common culverts, easements, utility easements along the road, and gates. The Common Road System does not include private driveways or other shared accesses located on each Lot, which driveways shall be constructed, maintained, and repaired by the Owner.
12. "First Addendum" shall mean the Addendum to Bridger Jack Mesa Subdivision Covenants and Restrictions to Run with the Land that was recorded as Entry No. 10198 in the real property records of San Juan County on June 23, 1995.
13. "Governing Documents" means the Articles of Incorporation, Bylaws, Rules and Regulations, the First Addendum, and these Amended and Restated CCRs, as amended.
14. "Lot" means each lot of lots 3 through 46, Bridger Jack Mesa Subdivision, Phase II.
15. "Lot Owner" or "Owner" means the owner of a Lot in the Subdivision. A Member is also a Lot Owner.
16. "Member" means a Lot Owner within the Subdivision.
17. "Plat" means the recorded subdivision plat for the Subdivision, as amended.
18. "Residence" means a residential, single-family home of permanent and original construction.
19. "Road Committee" means the subcommittee of the Association created to develop an annual plan for the operation, maintenance, improvements, and costs, of the Common Road System. The Road Committee is responsible for executing the plans.
20. "Rules and Regulations" means the rules and regulations, if any, adopted and distributed to the Members.
21. "San Juan County" means San Juan County and its County Commission and/or Boards, and/or their staff having jurisdiction and authority over a matter.
22. "Subdivision" means Lots 3 through 46, Bridger Jack Mesa Subdivision, Phase II, as approved by San Juan County and more particularly described in the Plat.

SUPPLEMENTAL DEFINITIONS MAY BE CONTAINED IN THE ASSOCIATION ARTICLES OF INCORPORATION, BYLAWS AND RULES AND REGULATIONS.

ARTICLE 3: GENERAL EASEMENTS

1. Utility Easements. Every Lot shall be subject to utility easements as shown and described on the Plat and in the First Addendum, including general utility, power, and pipeline easements.

2. Access Easements. The Association and each Owner, his/her guests and invitees, shall have an exclusive easement for ingress and egress over and across the Common Road System. The easement is personal, and an Owner may not otherwise grant an easement or create a new roadway into the Subdivision through his Lot. The Common Road System is private and shall be maintained solely by the Association pursuant to Article 7. Owners shall not impede, damage or interfere with the right of ingress and egress over and across the Common Road System by all Owners and the Association through the use of structures, gates, vehicles, building materials, or otherwise. Further, the parking of any vehicles on the common road and easement is prohibited.

3. General Emergency Easements. All police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Subdivision, shall have a nonexclusive easement for ingress and egress to enter upon any part of the Subdivision in the performance of their duties.

ARTICLE 4: USE STANDARDS

1. Residential Use Only. The Lots shall be used for residential, single-family purposes only, except that:

- a. Home Occupations, as defined by the Code, conducted entirely from within the home, that do not significantly increase traffic, and employ only owners of the home are allowed.
- b. All other businesses, trades, commercial activity, short term and vacation rentals, and industrial uses are prohibited.

2. Permanent and Original Construction Only. As more specifically defined below, all residences must be permanent and original. No temporary structures, trailers, or outbuildings shall be used for residential purposes on any Lot, except on a temporary basis during construction of a residential dwelling for a period not exceeding eighteen (18) months.

- a. Mobile and manufactured homes are prohibited. Manufactured home means a transportable factory built housing unit constructed on or after June 15, 1976, according to the Federal Home Construction and Safety Standards Act of 1974 (HUD Code), in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 400 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. Mobile home means a transportable factory built housing unit built prior to June 15, 1976, in accordance with a state mobile home code which existed prior to the Federal Manufactured Housing and Safety Standards Act (HUD Code). *Utah State Tax Codes – Motor Vehicle Division*

3. Future Subdivision Prohibited. Further subdivision of any lot is strictly prohibited, except:

- a. *Merger.* Two or more adjoining lots owned by the same person may be merged into one lot if approved by the San Juan County Board of County Commissioners (“Merged Lots”); provided, however, that the Allocated Interests shall remain unchanged. For example, the Owner of two Merged Lots will still be responsible for an Allocated Interest of 2 of the 43 lots.

- b. Subdivision of Merged Lots. Merged Lots may be subdivided back to their original Lots only, including size, boundaries, and perimeters if approved by the San Juan County Board of County Commissioners. All costs are borne by the lots owners.

- c. Lot Line Adjustments. Other Lot Line Adjustments or Boundary Line Modifications between Lots are permissible only if approved in writing by San Juan County through its legal process, and approved by the BJM POA through its Variance procedure. The same number of Lots as originally platted must be preserved. The smallest adjusted lot size must total a minimum of eight (8) acres.

- 4. Maintenance of Property. Each Lot and the Improvements erected thereon shall be kept and maintained in a proper, neat and orderly manner and in good repair by the Lot Owner; and shall be used and enjoyed in a manner that promotes common sense and respect for other Lot Owners. No trash, ashes, garbage, rubbish, debris or other refuse shall be thrown, dumped or allowed to accumulate on the Lots. Burning of trash or garbage is not permitted neither are incinerators. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, which must be removed as needed to prevent attraction of wildlife and/or noxious odors. No garbage or trash may be kept in open pits, open containers, or buried anywhere within the Subdivision. All such receptacles shall be screened from the public view and protected from wind and animals. In the event that any lot or improvement is not maintained as required herein, the Association is authorized to perform any necessary work, at the Owner's expense pursuant to Article 6 herein.

- 5. Hunting and trapping. Hunting and trapping within the Subdivision is prohibited, except for the removal of abandoned or injured animals or the removal and/or relocation of wildlife posing a threat to the health and welfare of the residents, in compliance with local, state, and federal law.

- 6. Motor Vehicles: Parking. All campers, travel trailers, boats, motor homes, trucks (other than pick-ups), heavy equipment, machinery, and the like shall be kept and stored within an enclosed garage or similar structure; provided, however that temporary housing permissible under Article 4, Section 2 is exempt from this requirement. Unlicensed vehicles shall be stored inside an enclosed garage or otherwise out of view from the roadways and all other lots. Vehicles may not be abandoned within the Subdivision.

- 7. Fencing. There is open grazing land outside of the Subdivision. Each Owner is responsible for fencing cattle out of their lot.

- 8. Landscaping. The natural environment of the Subdivision shall be preserved to the maximum extent possible. The natural foliage of a Lot may be removed only to the extent necessary for clearing for a driveway, excavating the building lot and other approved structures, or for corrals, lawns or patios. No other native vegetation may be removed without first obtaining the consent of the ARC. No toxic, noxious, and/or invasive species, defined by the most current list of the Southwest Exotic Plant Information Clearinghouse (SWEPIC), and/or the State of Utah (and any specific weeds identified by San Juan County) shall be planted. A combination of low water, native plants and/or edible landscapes is encouraged.

- 9. Nuisance. Painting, carving or other defacing of any of the rocks or vegetation is prohibited.

10. Off Road Recreation. Motorized vehicle use off established roads and driveways is prohibited throughout the Bridger Jack Mesa Subdivision.

11. Camping. Owners may camp on their lot but must be present if guests are camping on their property. Proper sanitation must be maintained.

12. Fire Prevention. Owners must comply with all local and state fire regulations and restrictions, knowledge of which is the Owner's responsibility. All chimneys of wood burning appliances, fireplaces or furnaces must be fitted with a spark arrestor that as a minimum is made of metal screen of one-quarter inch grid or less. Fireworks, torch lighting, Asian-style paper lanterns, or other open flame and/or other incendiary devices are prohibited. Gas or charcoal fueled grills and fire pits are allowed. Wood burning fire pits are allowed as long as the actual pit does not exceed three feet in diameter, a proper screen is provided to contain sparks, and an adequate water supply is readily available to suppress errant flame.

13. Animals. All animal owners must be in compliance with local, state and federal laws. And, Animal breeding for commercial or sale purposes is prohibited. More specifically:
 - a. *Domestic Animals*. Dogs, cats, indoor birds, fish and other small animals which can be confined on the owner's property are allowed. All domestic animals must be confined to a Lot except when on a leash and must not be a nuisance, i.e. no chronically barking dogs, or animals running loose. Dogs must be licensed pursuant to the Code.
 - b. *Llamas and Horses*. No more than a total of four horses and/or llamas per lot are allowed. All farm animals must be confined to a Lot except when on a leash or bridle/halter and must not be a nuisance, i.e. no chronically barking dogs, or animals running loose. Land within the Subdivision may not be grazed by an Owner's Farm Animals. Horses and/or llamas must be confined to a barn and paddock area. The paddock can not exceed 1,000 square feet. Both must be at least 100 feet from any property line.
 - c. *All Other Animals Prohibited*. All other animals and livestock are prohibited, including poultry, pigeons, cattle, pigs, sheep, goats and other animals other than those specified above.

14. Signs. No billboards, poster board, signs or other advertising devices of any nature shall be erected, placed, maintained or permitted in public view, provided that this restriction shall not be construed to prevent appropriate name and address signs and signs not exceeding 3'x4' that advertise property for sale insofar as it is necessary to promote the sale and development of such properties. Each Owner is responsible for timely removal of any signs.

15. Utilities. The construction, installation, maintenance, and repair of all utilities servicing individual lots are the sole responsibility of the Owner, including water, sewer, gas, and power. All utilities must be buried at the Owner's sole cost. Solar panels and wind energy generating devices must be approved by the ARC. Above ground propane tanks must be shielded from view.

16. Weed Management. Each Owner shall maintain the surface of his Lot to minimize the risk of soil erosion and weed infestation. Each Owner shall landscape, restore, or re-vegetate with weed free seed and mulch all excavations, fills, and other construction which disturb the existing vegetation.

ARTICLE 5: THE ASSOCIATION

1. Membership. As further explained in the Bylaws of the Association, every recorded Owner of a fee interest in any Lot subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot, regardless of the number of dwelling units built upon the Lot, shall be allocated one (1) vote which shall be cast as a single vote and shall not be subject to fractional voting. No votes allocated to a Lot owned by the Association may be cast.
2. Allocated Interests. The Allocated Interests, the Common Expenses liability and the votes in the Association allocated to each Lot, are based on the total number of votes in the Association. Each Lot shall have an Allocated Interest of 1/43 regardless of the number of dwelling units built thereon.
3. Association Management of Common Space. The Association shall own, operate, maintain, and repair the Common Elements for the common benefit of Owners and Residents within the Subdivision, and in a condition which will minimize soil erosion, fire, and weed infestation. The Association shall landscape, restore, or re-vegetate with weed free seed and mulch all excavations, fills and other construction which disturb the existing vegetation.

ARTICLE 6: ASSESSMENTS

1. Creation of Association Lien. The Association shall charge Assessments on an annual basis against all Lots, which Assessments shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year. The Association may also charge Assessments for future anticipated costs and expenses, such as required to maintain the Common Road System. The budget shall be submitted to the Lot Owners for ratification pursuant to the Utah Common Interest Ownership Act and as set forth in the Bylaws, as amended. Assessments, apportioned based on the Allocated Interests, shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Lot Owners from their obligation to pay.
2. Personal Obligation to Pay Assessments for Common Expenses. Each Lot, and each Lot Owner, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments for Common Expenses and such other Assessments as imposed by the Association for their proportional share. Such Assessments, including fees, charges, late charges, attorney fees, fines and interest charged by the Association shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became due.
3. Unpaid Assessments constitute Lien. Assessments for Common Expenses as imposed by the Association, including fees, charges, late charges, attorney fees, fines and interest charged by the Association, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such Assessment or charge is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any

past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Areas or by abandonment the Lot against which the Assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers under this Declaration.

4. Apportionment of Common Expenses. Except as provided in this Declaration, all Assessments, including Special Assessments, for Common Expenses shall be assessed against all Lots in accordance with the formula for liability for the Common Expenses as set forth in the By-Laws.

5. Special Assessments. In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Elements, or for any other purpose deemed necessary and appropriate by the Board; provided that any such Assessment shall have the approval of the majority vote of the Owners eligible to vote at a properly noticed meeting.

6. Default Assessments. All monetary fines assessed against an Owner pursuant to the Governing Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Governing Documents, shall be a Default Assessment and shall become a Lien against such Owner's Lot which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be submitted to the Owner subject to such Assessment at least ten (10) days after the due date.

7. Lot Specific Assessments. The Association shall have the right to add to any Owner's Assessment, those amounts expended by the Association for the benefit of any individual Lot and the Owner thereof, including, but not limited to: a) fines, improvement, repair, replacement and maintenance of a Lot that an Owner has failed to perform (after notice as provided in this Declaration); b) improvement, repair, replacement and maintenance to the Common Area caused by the negligent or willful acts of any Owner, his guests, employees, licensees, lessees or invitees; and c) all other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot.

8. Effect of Non-Payment of Assessment. Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date hereof, as established by the Board, shall bear interest at the rate of ten percent (10%) per annum from its due date. In addition, the Association may assess a reasonable late charge thereon as determined by the Board, which late fee shall be no less than fifty dollars (\$50) to reimburse the Association for its administrative burden. Further, the Association may file a Notice of Lien against the Lot and bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also foreclose on its lien against such Owner's Lot. An action at law or in equity by the Association against a Lot Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefore. Foreclosure or attempted foreclosure by the Association of its lien shall not be deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Lot at a public auction or other legal sale, and to acquire and hold, lease, mortgage, convey or otherwise deal with the same. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner.

The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Utah Common Interest Ownership Act.

9. Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that sale or transfer of any Lot pursuant to foreclosure of any first lien Security Interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

ARTICLE 7: MANAGEMENT OF COMMON ROAD SYSTEM

1. Road Committee. The Association shall create a Road Committee to, with input from the Members, help manage the Common Road System. The Road Committee shall be composed of five Members, with one of said Members serving as Chair. The Members shall elect the Road Committee at each Annual Meeting. A Road Committee Member may serve until replaced by the Members at an Annual Meeting, the Road Committee Member resigns, or the Members or the Board remove the Road Committee Member by majority vote. In the event a Road Committee Member is removed, the removing entity (the Membership or the Board) may elect a replacement to serve until the next Annual Meeting.

2. Road Budget. In advance of the general Association Budget created pursuant to Article 6, the Road Committee shall recommend to the Board of Trustees a dollar amount sufficient to maintain a cash reserve for unforeseen expenditures associated with the Common Road System. This reserve constitutes THE RESERVE ACCOUNT as required by law. The Board of Trustees shall include the Road Budget in the general Association Budget for review and approval by the Members as required herein.

3. Road Plan. The Committee shall develop an annual plan for the operation, maintenance, improvements, and estimated cost of the Common Road System which the Committee Chair shall present the Road Plan to the Members at the Annual Meeting for review and approval by the Members as required herein.

a. Emergency Action. In case of an emergency where access is significantly impaired or there is an imminent threat of road failure, the Road Committee shall initiate temporary emergency repair in consultation with the President or his/her designee. An additional analysis will be conducted to determine the long term repairs necessary and the related costs following standard procedures.

4. Third-Party Contracts for Required Work. Upon approval of the Road Plan by the Members, the Road Committee can choose to continue with the current party or collect estimates for the work required under the Road Plan from licensed contractors. Upon recommendation by the Road Committee, the Board of Trustees alone shall have the power to contract with said third-party contractors to complete the work required for the operation, maintenance and improvement of the Common Road System.

5. Unauthorized Work Prohibited. No Members shall independently attempt to repair or maintain the Common Road System, or cause the same, without prior approval of the Road Committee, in consultation with the Board. Further, an Owner may not apply any covering or other surface agent to the Common Road System without prior approval of the Board of Trustees after consulting with the Road Committee.

- a. Trenching or Infill. Specifically, if trenching across any portion of the Common Road System or infill of ditches and culverts, is required and approved by the Road Committee, in consultation with the Board, the responsible Owner must advise all affected property owners of any construction delays so they can plan for travel disruptions. All approved work must be completed in a manner which causes minimal disruption. The responsible Owner shall bear all costs and liabilities for the work. The Owner must return the roadway to its original state prior to the trenching, including seeding with native vegetation to prevent weed infestation. It is the owners' responsibility to inform their contractors and guests of these regulations.

ARTICLE 8: ARCHITECTURAL STANDARDS AND REVIEW

1. Architectural Review Committee. The Association shall create an Architectural Review Committee ("ARC"), composed of five Members, with one of said Members serving as Chair. An ARC Member may serve until replaced by the Members at an Annual Meeting, the ARC Committee Member resigns, or the Members or the Board remove the ARC Member by majority vote. In the event an ARC Member is removed, the removing entity (the Membership or the Board) may elect a replacement to serve until the next Annual Meeting.

2. Review Required for All Improvements. Prior to construction of any Improvement, the ARC shall review plans and specifications to ensure compliance with these CCRs. Improvement shall mean any dwelling, building, or other structure of a permanent nature or use. Improvement means any improvement, structural or otherwise, alteration, addition, repair, excavation, grading, landscaping or other work which in any way alters any property within the Subdivision, or the improvements located thereon, from its natural or improved state existing on the date these CCRs, as amended, were first recorded, including, but not limited to, dwelling units, including primary dwelling, accessory dwelling units or guest houses, buildings, outbuildings, additions, garages, carports, roads, driveways, parking areas, fences, screening walls, signs, solar equipment, and wind harnessing or other energy generating equipment. Once an Improvement has been constructed or accomplished on a property within the Subdivision, any subsequent alteration of or addition to or removal of that Improvement shall also constitute an Improvement hereunder.

3. Review Process. Such plans and specifications must be detailed, and show, at minimum, the nature, size, shape, exterior color (with color samples), height, building material, location on the lot, parking areas, other anticipated improvements or additions, and integration of the building or improvement with the natural landscape. Copies shall be provided to the ARC by the Applicant. The ARC shall not approve any plans and specifications until assessments are current and impact fees have been paid.

4. Design Criteria. When constructing any Improvement, landscaping, and alterations to Improvements on a Lot or landscaping of a Lot:

- a. Conformity and Harmony with Landscape. Each Owner shall endeavor to protect the conformity and harmony of exterior appearance of structures with neighboring structures and natural

surroundings as to external design, materials, siting, height, topography, grade, and finished ground elevation, and the preservation of the aesthetic beauty of the surrounding landscape.

- b. *Preservation of Privacy and View sheds.* Each Lot Owner shall protect the seclusion of his/her home site from other home sites as far as reasonably possible. To this end, each Owner shall be considerate in planning, not building directly in front of a neighbor's view so as to protect the property view line and promote neighborly conduct so as not to unreasonably interfere with or disturb the use, enjoyment and access to any other occupant of the Lots.
- c. All Improvements must be placed at least 100 feet from the front Lot line, 75 feet from the interior side Lot lines, and 50 feet from the rear Lot line. For purposes of this covenant only, eaves, steps and open porches will not be considered part of an Improvement.
- d. *Preservation of Natural Drainage.* In addition, no structure shall be placed or located on any Lot in such a manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns. Likewise no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage.

5. Construction Criteria.

a. *Building Height.* Building heights are limited to thirty feet (30'). Building heights shall be measured from the lowest adjacent finish Grade to highest peak of roof.

b. *Buildings.*

i. Size of Permanent Dwelling: The main floor of habitable living space for each permanent dwelling must be at least 1,000 square feet (s.f.) and shall not exceed 6,500 s.f. (See Article 8, Paragraph 5(b)(ii) for maximum combined square footage for all buildings.) For the purposes of this covenant, a split-level structure divided by a half flight of stairs constitutes a main floor. Attached basements, breezeways, and patios are excluded from this computation.

ii. Additional Buildings: "Additional Buildings" shall mean that following or concurrently with the construction of the permanent dwelling, each lot owner may build the following additional buildings and shall not exceed a maximum build-out square footage of 7,500 s.f. per lot.

- One additional dwelling or guest house not to exceed one-half the size of the main house, with a maximum of 1,000 s.f. is permitted per lot. The use of an additional dwelling or guest house for a permanent home, or as a rental unit is prohibited.

If the first dwelling built is intended to be used as a guest house after the main house is built, then the first dwelling built must be 1,000 s.f. in size. The second dwelling built must be a minimum of 2,000 s.f. (in order that the guest house is no more than one-half (1/2) the size of the main house). If the main house is built first, then the guest house may not exceed one-half the size of the main house nor may it exceed 1,000 s.f.

- One barn or tack room not to exceed 800 s.f. along with a corral for horses and/or llamas

- One garage or carport not to exceed 1,500 s.f. If the garage is attached to the main dwelling, the maximum garage square footage is 1,500 s.f.
- One storage/outbuilding not to exceed 900 s.f.

Lot owners may choose to combine building types, but individual building square footage limits still apply. (e.g.—for a combined garage/guest house/storage building plan, the area allowed for vehicle storage cannot exceed 1,500 s.f., the guest house accommodation area cannot exceed 1,000 s.f. and the storage building cannot exceed 900 s.f.)

The Architectural Review Committee is responsible for approving all structures. All approved additional buildings are subject to the same covenants and restrictions as to building materials, roof material, all exterior colors and type of construction as permanent dwellings. No building may exceed 30 feet in height.

Property owners who received approval for building plans prior to this amendment will be grandfathered under the terms of the covenants and restrictions in place at the time that their plans were approved by the Architectural Review Committee.

iii. Only one primary residence and one guest house are allowed on each lot.

- c. *Permanent Construction.* All dwellings must be attached to a permanent foundation and built of materials using a "board-by-board" method of construction. The use of such things as trussed rafters or pre-assembled wall panels is acceptable if used in a manner which does not violate the basic intent of this covenant. Custom cut modular components may be utilized in construction when a home has been specifically designed for the Owner and does not violate the intent of the CCRs including that all homes be original. Modular and kit homes found in a catalog or available to any buyer are not allowed.

No modular or mobile homes shall be constructed or installed on the Lots. Prefabricated housing is permitted with written approval of the ARC. As used herein, modular and mobile shall mean all housing that is substantially completed off-site and shipped to the Lot structurally sound, three-dimensional, and ready to be finished with wiring and plumbing. Prefabricated housing shall mean all housing that is shipped to the Lot in one or two-dimensional form and requires structural completion on the Lot with trusses, panels, etc.

- d. *Exterior Materials.* The exterior materials of every structures to be aesthetically consistent with the overall environment of the Subdivision.

i. The exterior of every structure must be composed of natural or natural looking materials, for example: wood siding, log, native stone, adobe or stucco. Architectural steel and/or accents of other finish materials may be approved by the ARC if the intent of the CCRs is not violated

ii. Material such as vinyl, plastic, galvanized metal and other highly reflective materials are prohibited.

iii. *Natural Colors.* Exterior colors shall be natural in tone to conform and harmonize with the landscape.

iv. All fences and gates must be constructed so as to blend with the natural surroundings by using natural desert tones and are subject to the approval by the ARC. No fence may exceed five feet in height.

6. Night Sky Protection.

a. Plan. The Owner must submit for review and approval by the ARC an exterior Night Sky Protection Plan with all plans and specifications which includes:

- i. locations of lighting fixtures;
- ii. Types of fixtures;
- iii. Height of light fixtures, including both building and ground-mounted fixtures;
- iv. description of the luminaries, including lamps, poles or other supports;
- v. shielding devices, which may be provided as manufacturer catalog illustrations; and
- vi. Any additional information requested by the ARC to determine compliance.

b. Limited Lighting Permissible. No exterior lighting may be installed except that which is necessary for safety such as illumination of walkways and driveways. All exterior lighting must be fully shielded to direct light downward so that direct light is not visible from any other lot and streets. All exterior lights equivalent to 800 lumen or more must be off by 10:00 PM unless in temporary use for ingress and egress.

c. Prohibited Lighting, defined. Prohibited lighting includes search lights, laser source lights, unshielded exterior lighting, mercury vapor lamp fixtures and lights, electrical illumination of lights equivalent to or more than 1100 lumen, bottom mounted up-lighting or outdoor advertising sign lighting, pole mounted lights exceeding 3 feet, exterior building lighting exceeding 12 feet in height, or indoor lighting used or constructed to circumvent this covenant.

6. Individual Sewage System. All individual sewage or waste water disposal systems must be designed, located, constructed, and permitted in accordance with requirements and standards of the Southeastern Utah District Health Department. A copy of the approved permit shall be included in the application for construction filed with the ARC before approval can be granted.

7. Architectural Approval. The ARC may request any additional information, plans, specifications, and reports it deems necessary to evaluate the development proposal throughout the approval and construction process. In the event the ARC fails to take any action within thirty (30) days after its receipt of the complete plans and specifications, then all of said submitted plans shall be deemed to be approved. The ARC shall not unreasonably disapprove the architectural plans.

8. Impact Fees. The ARC shall inform the Treasurer of the amount of the impact fee as defined in the By-Laws. The Treasurer shall inform the ARC Chair when that impact fee has been paid. The ARC Chair shall then provide the Applicant with a dated Notice to Commence Construction.

9. Construction Time line. All construction on any Lot must be performed diligently to completion and adhere to the following time lines from the date of written Notice to Commence Construction to completion, unless delayed by prolonged severe weather or other factors beyond the Owner's control:

- a. *Site Work*: 12 months (includes power run, water well, septic system, driveway and surface restoration (if needed).
 - b. *House/Additional Buildings Construction*: 18 months.
 - c. *Extensions*: Additional 6-month extensions may be requested when presented in writing and approved by the Architectural Review Committee and the Board of Trustees for good cause shown.
10. All residency during construction requires adequate sanitation and waste disposal systems that are in compliance with state and local regulations.
11. *Removal of Temporary Housing*: All temporary housing permissible under Article 4, Section 2 must be removed within thirty (30) days of the issuance of a Certificate of Occupancy by San Juan County. If the Owner does not remove temporary housing accordingly, the Association shall have the right, after written notice to the Owner, to enter the Lot and remove it at the owners' expense.
12. Variance. If a shape or topography of a Lot makes compliance with these CCRs so onerous that the Lot cannot be developed for the permissible uses intended herein, the Owner may request a Variance from the Association. The Association shall not grant a variance for financial reasons or hardships.
- a. *Exception, by definition*. A variance is an exception to and does not modify the CCRs and/or any other ruling documents. A variance does not set precedent and cannot be construed as precedent by current or future owners.
 - b. *Fees*. The requesting Owner shall assume all costs in the variance process and these may include but are not limited to: professional information, inspections, consultations, legal opinion, survey, recording and postal fees, the payment of which does not ensure the variance will be granted.
 - c. *Impact Criteria*. The ARC may deny a variance if it would significantly impact other Owners. Accordingly, the requesting Owner must notify each Member of the variance application and provide notice so that each Member may submit written objection to the variance to the ARC within thirty (30) days of the notice date.
 - d. *Final Decision*. The decision of a majority of the Board shall be the decision of the Committee. All decisions must be documented and a copy provided to the Secretary for the official POA records.
 - e. *Board Process Supplemental*. These requirements, including the variance procedure, are in addition to the building permit, inspection, and approval process required by San Juan County and the State of Utah. Each Owner shall be responsible for understanding and obtaining any approval and licensure required by local and state jurisdictions.
13. Rules and Regulations. The Association may adopt reasonable Rules and Regulations of uniform applicability ("Rules and Regulations") relating to Architectural or Construction Standards and Review and such other matters as shall be deemed necessary or appropriate from time to time. Rules and Regulations need not be recorded. However, and subject to the Bylaws, it shall be the responsibility of each Member of the Association to be aware of the current Rules and Regulations and to abide by the same.

ARTICLE 9: DISPUTE RESOLUTION

1. Resolution by Vote. Any dispute arising under these CCRs must initially be considered by the Members at a Special Meeting called for that purpose. A vote regarding the applicability or enforcement of the terms of these CCRs of at least 67% of those members eligible to vote shall be binding; provided, however, that this Section does not prevent the enforcement of these CCRs at law or in equity as required.
2. Authority. The Association or any Owner is authorized to institute proceedings to enforce these CCRs.
3. Attorneys' Fees. Any Owner who fails to abide by a decision of the Association and is subsequently found to have violated the terms of this document in legal proceedings, shall be required to pay all costs and attorneys' fees incurred in the enforcement hereof.

ARTICLE 10: MISCELLANEOUS

1. Binding Effect. Upon recording in the real property records of San Juan County, these CCRs shall be deemed to be covenants running with the land benefiting and burdening all of the Subdivision.
2. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions contained herein.
3. Singular and Plural. Wherever utilized herein, the singular shall be deemed to include the plural, and the plural shall be deemed to include the singular. Furthermore, wherever utilized herein, the masculine shall be deemed to include the feminine, and the feminine shall be deemed to include the masculine.
4. Waiver. Waiver or failure to enforce any restriction, covenant or condition of these CCRs shall not operate as a waiver of any other restriction, covenant, or condition.
5. Amendment and Revisions These CCRs may be amended and/or revised only upon the affirmative vote of 67% of the Members eligible to vote. Such a vote may only occur at a properly noticed meeting.
6. Severability. Each of the covenants, conditions and resolutions contained in these CCRs shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continued effect of any other.
7. Technical Amendments. The Board of Trustees hereby reserves and is granted the right and power to record technical amendments to these CCRs for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions herein.
8. Compliance with Provisions. Lot Owners shall comply strictly with the Governing Documents, and contracts of the Association. Failure to comply with any provision of the Governing Documents shall be grounds for the imposition of fines (as established by the Board) for violations and/or for an action to recover sums due for damages or injunctive relief or both, together with reasonable attorneys' fees, and court costs.

Exhibit A

BRIDGER JACK MESA SUBDIVISION
AMENDED
COVENANTS AND RESTRICTIONS
To Run With the Land

SECTION 36, TOWNSHIP 27 South, RANGE 22 East
Salt Lake Meridian, Utah

PHASE II, Lots 3 (000380000030) through and including Lot 46 (000380000460)

Amendment Date: October 30, 2004

APPROVED BY THE ASSOCIATION:

ATTEST:

Kris Hurlburt
Kris Hurlburt, President,
Board of Trustees

Mary Ware
Mary Ware, Secretary
Board of Trustees

STATE OF UTAH)
 San Juan) ss.
COUNTY OF ~~GRAND~~)

On the 14 day of April, ²⁰¹⁵~~2014~~, the foregoing Amended and Restated Covenants, Conditions and Restrictions was acknowledged before me by Kris Hurlburt, as President, and Mary Ware, as Secretary, of the Bridger Jack Mesa Subdivision Property Owners Association.

Witness my hand and official seal.

Jean L. Peterson
Notary Public

