

36.00

BRIDGER JACK MESA SUBDIVISION

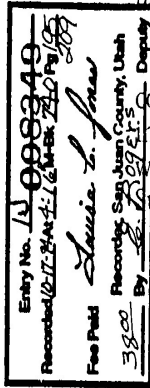
1994 OCT 17 PM 4: 16

COVENANTS AND RESTRICTIONS
To Run With The Land

LINCOLN TRUST, fbo JOHN HAUER, IRA (hereinafter the "developer") is owner of the following described real property:

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

Developer intends to subdivide the real property into single family residential lots.



Developer hereby makes the following declarations as to covenants, restrictions and uses for the property. It is specifically intended that these covenants and restrictions run with the land, and will be binding on all purchasers of lots in the Bridger Jack Mesa subdivision and their successors.

ARTICLE I

PURPOSE OF COVENANTS & RESTRICTIONS

The purposes of these covenants and restrictions include the following:

- a. To establish and maintain the Bridger Jack Mesa Subdivision as a desirable residential area;
- b. To assure that all lots in the subdivision are high quality and that buildings and structures are of suitable architectural design;
- c. To develop and maintain property value for the owners;
- d. To preserve the natural environment and scenic beauty of Bridger Jack Mesa; and
- e. To provide for the establishment and maintenance of a private road system to serve the Bridger Jack Mesa Subdivision.

X
[Handwritten mark]

ARTICLE II

RESIDENTIAL AREA COVENANTS & RESTRICTIONS

1. Permitted Uses for the Lots

Each lot may be used for single family residential purposes only. Except as provided below, business, trade, commercial and industrial uses are prohibited, except for businesses or occupations carried on from within the home, which are permissible if approved by the Developer, or, after its formation, a majority of the Members of the Property Owners' Association. Limited commercial activity may be allowed on Lots 4, 5, 6 and 7 if approved by the Developer.

The further subdivision of any lot is strictly prohibited.

2. Houses Must be of Permanent, Original Construction

All permanent construction must be original. All construction on any lot must be prosecuted diligently to completion, and must be substantially completed within twelve months of commencement unless prevented by inclement weather or other factor beyond the owner's control. No home may be occupied until substantially completed in accordance with its approved plans and specifications.

Previously constructed (pre-fab) dwellings, motor homes and mobile homes are prohibited as permanent dwellings. However, such temporary housing may be utilized during the construction of a permanent dwelling, for not more than a total of sixteen (16) months.

3. Types of Construction

All dwellings must be placed upon a permanent foundation, and built of new materials using a "board-by-board" method of construction. The use of such things as trussed rafters or preassembled wall stud panels is acceptable if used in a manner which does not violate the basic intent of this covenant.

"Pre-cut" or "pre-fabricated" homes are prohibited.

The exterior of every structure must be composed of one, or a combination of the following materials: natural wood siding, log, native stone, adobe or synthetic adobe. All exterior wood surfaces, if painted or stained must use semitransparent stain, clear sealer, or an earth tone color as defined in the building trade.

Galvanized metal roofs are prohibited on all structures, and roof color, including metal roofs shall be subject to approval by the architectural committee.

No dwelling or other building in the Bridger Jack Mesa Subdivision may be more than thirty feet (30') tall.

4. Location of Homes and Other Structures

No building or other structure may encroach upon another lot. All buildings must be placed at least 100 feet from the front lot line, at least 75 feet from the interior side lot lines, and at least 50 feet from the rear lot line. For purposes of this covenant, eaves, steps and open porches will not be considered part of a structure.

5. Size of Permanent Dwelling

The main floor of habitable living space for each permanent dwelling must be at least 1100 square feet. For purposes of this covenant, a split-level structure divided by a half flight of stairs constitutes a main floor.

Attached garages, basements, breezeways and patios are excluded from this computation.

6. Additional Buildings

One additional dwelling or guest house not to exceed one-half the size of the main dwelling, with a maximum of 1,000 square feet is permitted for each lot. Each such building is subject to all other covenants and restrictions herein. The use of an additional dwelling or guest house for a permanent home, or as a rental unit is prohibited.

Each lot may have one barn or tack room not to exceed 800 square feet, along with a corral for horses and/or llamas.

Each lot may have one garage or carport for not more than four vehicles, and a single story outbuilding for storage not to exceed 900 square feet.

All approved additional buildings are subject to the same covenants and restrictions as to building materials, roof, color and construction as permanent dwellings. No building may exceed 30 feet in height.

7. Fences

There is grazing land in the Bridger Jack area. It will be the responsibility of the Bridger Jack property owners to fence cattle out.

All fences must be constructed of wood, or metal posts painted so as to match the natural surroundings - generally brown or reddish-brown.

No fence may exceed five feet in height.

8. Natural Environment to be Preserved

It is the specific intent of these covenants and restrictions that the natural environment of Bridger Jack Mesa Subdivision 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 tree may be removed without first obtaining the consent of the architectural design committee, or its successor committee of property owners.

Painting, carving or other defacing of any of the rocks or vegetation in the area is prohibited.

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

9. Buildings and Property to be Maintained

All buildings and improvements must be maintained in good repair by the lot owner, and in a neat and well-kept appearance. The exterior finish of every structure must be maintained in good condition and repair at all times.

Campers, travel trailers, boats, motor homes, trucks (other than pickups), heavy equipment and machinery may not be kept or stored on any lot, except inside an enclosed garage or other approved structure. [This provision does not apply during construction of a dwelling or improvements.]

Each lot whether occupied or unoccupied must be kept free of unnatural, unattractive growth and the accumulation of rubbish or debris.

In the event that any lot or improvement is not maintained as required herein, the owners' association is authorized to perform any necessary work and add the cost of such work as an assessment upon that lot.

All garbage, trash and rubbish must be kept in covered sanitary containers located so as not to be visible from any street or other dwelling within the development, and removed from the property at least once a week. No outside burning of trash or garbage is permitted, nor are incinerators allowed for that purpose. No garbage or trash may be kept in open pits or open containers, or buried anywhere on the property.

10. Hunting Prohibited

Hunting within Bridger Jack Mesa Subdivision is prohibited, as is the discharge of any firearms or fireworks.

11. Motor Vehicles; Parking

No motor vehicles except those currently licensed and in normal operating condition and in regular use may be kept on the property except as may be kept inside an enclosed garage or otherwise out of view from the roadways and all other lots.

All motor vehicles must be parked on owners' property. Parking on the roads of the Bridger Jack Mesa Subdivision is prohibited.

12. Animals

Animals allowed in the Bridger Jack Mesa Subdivision will be dogs, cats, domesticated birds and other small animals which can be confined on the owner's property, and no more than a total of four horses and/or llamas per lot.

All animals must be confined to the owner's lot except when on a leash or halter and must not be a nuisance, i.e. no chronically barking dogs, or animals running loose.

Land within the Bridger Jack Mesa Subdivision may not be grazed. Horses and/or llamas must be confined to a barn/corral area not larger than 30,000 square feet, which must be at least 100 feet from any property line. Horses and llamas imported from outside the State of Utah must comply with all applicable State and local laws regarding the importation of livestock including health certificates and other required tests.

All other animals and livestock are prohibited in the Bridger Jack Mesa Subdivision, including poultry, pigeons, cattle, pigs, sheep, goats and other animals other than those specified above.

Animal breeding for commercial or sale purposes is prohibited.

13. Signs Prohibited

No sign, billboard or posterboard of any kind may be displayed for public view on any lot except a sign advertising the property for sale, or signs used by a builder or owner to advertise the property during the construction and sales period. Any allowed sign may not exceed the dimensions 3 feet by 4 feet.

14. Owners Responsible for All Utilities

Any and all utilities required for each lot, i.e. culinary water, electricity, natural gas, waste water disposal, septic, etc., are the sole responsibility of the purchaser. The owners of Bridger Jack Mesa Subdivision and their agents make no representations or warranties regarding the availability of water, the feasibility of utility placement, or whether necessary utilities will be approved for any individual lot.

15. Sanitary System - No Warranty; Must be Approved

It is understood and agreed that the Southeastern Utah District Health Department will have final authority to approve an owner's proposed plan for sewage and waste water disposal. Lot owners understand and agree that the Developer gives no warranty or assurance that any lot will be found suitable for any particular plan to deal with sewage or waste water, or that the lot itself will be suitable for any particular type of system.

No individual sewage or "waste water" disposal system may be constructed or used unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Southeastern Utah District Health Department, and otherwise complies in all applicable respects with these covenants and restrictions.

No construction of any home or other permanent dwelling may be commenced until the owner's proposed sewage and waste water disposal system has been approved in writing by the Southeastern Utah District Health Department or other authorized official.

ARTICLE III

PROPERTY OWNER'S ASSOCIATION

1. Formation

Immediately upon the sale of twelve or more lots within the Bridger Jack Mesa Subdivision, excluding Lots 1 & 2, a property owners' association ("POA") shall be formed consisting of those owners. The POA will be an unincorporated association. Every owner of a lot in the Bridger Jack Mesa Subdivision will thereafter automatically be a member of the POA.

2. Membership Certificate

A membership certificate will be issued for each of lots 3-45 in the Bridger Jack Mesa Subdivision. (Lots 1 & 2 are not included.) The members will determine the style and form of the certificates. At the time of purchase, the owner of each lot will inform developer or the Secretary of the Property Owners' Association the name(s) to be designated as owner(s) of the lot on the certificate. Membership Certificates are not valid unless signed by the President and Secretary of the POA.

The original Membership Certificates will be kept and maintained by Secretary of the POA in a book or ledger devoted to that purpose. A duplicate certificate will be provided to the Members for their use and records.

Membership certificates run with the land, and are not transferable. At the time of any sale or other transfer of a lot, the seller's certificate will be retired and a certificate issued in the name of the new owner(s).

Until such time as the lots are sold the developer, Lincoln Trust, FBO John Hauer, IRA will be deemed the owner of unissued certificates with full voting rights, but will be assessed no fees.

3. Election of Officers: Annual & Special Meeting

Following the sale of twelve or more lots, the developer or a representative will arrange a special meeting for the purpose of organizing and electing officers of the POA. A President, Vice-President, Secretary and Treasurer shall be elected, each by a majority of the property owners. At any election of officers, each lot is entitled to one vote for each office, which vote may be cast in person or by proxy. One person may be elected to hold more than one office. The term of office will be one year, or until a successor is elected or appointed. Officers may be removed with or without cause by a vote of at least 75% of the members.

The powers and duties of the officers shall be as follows:

President: The President will preside over the annual and special meetings of the POA, shall sign the Certificates of Ownership after the formation of the POA, and have general control of the business and affairs of the POA. The President, along with the Treasurer will have authority to sign checks of the POA.

Vice-President: The Vice-President will have the same authority as the President if designated by the President to Act in his/her stead. Should any of the other Offices become vacant for any reason, the Vice-President shall assume the duties of that office and carry them out until such time as a replacement is elected or appointed.

Treasurer: The Treasurer will have control of and be accountable for the funds, assessments and disbursements of the POA. The Treasurer will be responsible for preparing a report on the financial condition of the POA at least annually and whenever else it is necessary for POA business. At any meeting the Treasurer will, upon the request of any member, report on any and all financial matters concerning the POA. The Treasurer, along with the President, will have authority to sign checks of the POA.

Secretary: The Secretary will keep and maintain the records and Certificate Book of the POA. The Secretary or his/her designee will take minutes of all annual and special meetings of the POA, and keep the minutes in a designated file open to inspection upon request, of any POA member.

After the election of officers, the homeowners' association shall, in addition to other business, set the date and place for the annual meeting of the homeowners' association. Notice of the annual meeting will be mailed at least fifteen days in advance to the last known address of each lot owner, which notice will be deemed sufficient. At any meeting of the homeowners' association, a quorum representing 51% of the lots then sold is required in order to conduct business.

Special meetings of the homeowners' association may be called at any time by the President or not fewer than six lot owners by providing at least ten days written notice of the time, place and purpose of the meeting. Any special meeting must be held at a convenient place and time in San Juan or Grand County, Utah. If a vote is to be taken at any special meeting, the notice shall contain information sufficient for each member to make an informed decision on the issue. Members may then appear at the meeting to voice their position, or cast a vote in person or by proxy.

4. Roads Committee: Assessments

The roads of the Bridger Jack Mesa Subdivision constitute an easement for the ingress and egress of all members.

At the initial meeting and each annual meeting thereafter, the elected officers of the association shall appoint a roads committee consisting of not fewer than three members of the association.

No public entity, and specifically San Juan County will have any responsibility to maintain roads providing access to or roads within Bridger Jack subdivision. It will be the duty of the roads committee to determine, with input from the members, a plan for the operation, maintenance and improvement, if necessary, of the development's road system. The road committee will also make a recommendation for the amount of a periodic or annual assessment against each lot to cover road maintenance costs. An assessment sufficient to maintain a cash reserve for unforeseen expenditures associated with the road system is authorized. Both the plan and the proposed assessment must be approved by a vote representing 51% of lots then owned.

The operation, maintenance and improvement of the road system may be handled privately by the property owners' or contracted out to third parties.

5. Other Assessments

In addition to assessments for the road system, the POA will have the right to set and levy assessments against each lot for any legitimate purpose of the association approved by a majority of the lot owners, including but not limited to the acquisition and maintenance of commonly owned areas, waste and trash removal, and any other costs or services incurred for the general welfare or benefit of the owners.

All assessments for any purpose shall be paid to the Treasurer of the Association and deposited in an account in the name of the Bridger Jack Property Owner's Association. The Treasurer shall keep sufficient and detailed books and records, which must be kept available for the inspection of any member upon request. The treasurer shall also prepare an annual report of all assessments, expenditures and account balances to be provided with the notice of the annual meeting to all members of the association.

All assessments properly levied shall constitute a lien against each lot in favor of the Property Owners' Association until paid. If any assessment should become more than ninety days delinquent, the Association is authorized to record its lien against the property and institute any collection or foreclosure proceedings allowed by law.

ARTICLE IV

ARCHITECTURAL DESIGN COMMITTEE

An architectural design committee consisting of five members shall be created by the developer.

No building, structure or other permanent improvements may be placed, constructed or remodeled on any lot, until the plans and specifications therefor have been submitted to and approved in writing by the Architectural Design Committee. Such plans and specifications must be detailed, and show, at minimum, the nature, size, shape, initial exterior color, 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.

The decision of a majority of the members of the Architectural Design Committee shall be the decision of the committee. A majority of the members may designate a representative to act for the committee.

In the event of the death or resignation of any member of the committee the remaining members have full authority to appoint a successor.

At any time after twenty-five (25) or more lots are sold, the lot owners may appoint their own architectural design committee to replace that created by the developer.

The decisions of any subsequent architectural design committee must be consistent with the provisions and intent of these covenants and restrictions.

ARTICLE V

ALL LOTS SUBJECT TO GENERAL EASEMENTS

Every lot in the Bridger Jack Mesa Subdivision shall be subject to the following easements:

1. Utility Easement

Utility easements exist as shown on the plat for the Bridger Jack Mesa Subdivision recorded in the office of the San Juan County Recorder, and in favor of the POA.

2. Private Road

All owners of lots within the subdivision and their guests shall have full use of the roads designated on the subdivision plat, and any future additions to the road system for ingress and egress.

Each lot owner, as a member of the Bridger Jack Homeowners' Association will be required to pay a pro rata share of the cost for annual maintenance and improvements to the roads as part of their annual assessment.

Lot owners are prohibited from impeding, damaging or interfering with the right of ingress and egress on the subdivision roads by all owners through the use of structures, gates or otherwise.

No owner may apply any covering or other surface agent to the common roadway except with prior approval of the Developer, and, after its formation the Roads Committee.

The parking of any vehicles on the common road easement is prohibited.

ARTICLE VI

REPLATTING

The developer expressly reserves the right to replat its lots, and any individual lot as may be necessary or desirable. These covenants and restrictions shall apply in full to any new or different lots created as a result of replatting by the developer.

However, further subdivision or replatting by purchasers of lots is prohibited, except that two or more adjoining lots owned by the same person(s) may be combined and replatted to form one lot.

ARTICLE VII

COVENANTS AND RESTRICTIONS RECORDED AND BINDING;
AMENDMENTS; TERM

The foregoing covenants and restrictions are intended to, and do run with the land, and are binding upon all purchasers of lots within the Bridger Jack Mesa Subdivision and their successors.

These covenants and restrictions are recorded with, and made part of the Bridger Jack Mesa Subdivision plat on file in the office of the San Juan County Recorder.

These covenants and restrictions will remain in force for a period of ten years from the date of recording, and will automatically be renewed for ten year periods thereafter, unless a document signed by at least 65% of the lot owners is recorded which rescinds the covenants and restrictions or amends them in whole or in part.

ARTICLE VIII

DISPUTE RESOLUTION

Any dispute arising under these covenants and restrictions must initially be considered by the members of the property owners' association at a special meeting called for that purpose. A vote regarding the applicability or enforcement of the terms of these covenants and restrictions of at least 75% of those Members present at such a meeting or voting by proxy shall be binding.

If necessary, these covenants and restrictions may be enforced through proceedings at law or in equity against any person or entity in violation or attempting to violate these terms, and such proceedings may be for the purpose of obtaining an Injunction or Restraining Order against prohibited conduct.

The developer, the association or any owner of a lot is authorized to institute proceedings to enforce these covenants and restrictions.

Any property 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 IX

SOLE DOCUMENT; SEVERABILITY

This document represents the sole and complete recitation of covenants and restrictions running with the land for the Bridger Jack Mesa Subdivision. No waiver, amendment or termination of these covenants and restrictions shall be valid or enforceable unless and until a document as described above is recorded.

If any part of these covenants and restrictions is declared invalid or unenforceable by a Court of competent jurisdiction, it will have no effect on the other provisions not impacted by the decision.

Dated this 13th day of October, 1994.

By [Signature]
LINCOLN TRUST CUSTODIAN, fbo JOHN HAUER, IRA,
Developer of Bridger Jack Mesa Subdivision

NOTARY'S VERIFICATION

On the 13th day of October, 1994, personally appeared before me

Annie H. Ahn Tamara Y. Armesur stated that he/she had read the foregoing Covenants and Restrictions and executed the same for the purposes stated therein.

[Signature]
NOTARY PUBLIC
Residing at: Englewood, Colorado

My Commission Expires:
January 4, 1995

