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Date 12-04-2000 11:22am
Fee 20.00 Check
LOUISE C JONES, Recorder
Filed By PNF
For RICHARD A McELMONEY
San Juan County Department

SAN JUAN ESTATES
PROTECTIVE COVENANTS

DECLARATION OF BUILDING AND LAND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being owners of the following described real property located in San Juan County, State of Utah:

BOUNDARY DESCRIPTION

DESCRIPTION OF LANDS WITHIN THE SE1/4 SECTION 36, T 26 S, R 22 E, SLM, SAN JUAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE ZUFELT PARCEL, SAID CORNER BEARS WITH THE CENTER 1/4 LINE S 89° 55' W 1938.0 FT. FROM THE EAST 1/4 CORNER SECTION 36, T 26 S, R 22 E, SLM, AND PROCEEDING THENCE WITH SAID CENTER 1/4 LINE N 89° 55' E 671.2 FT. TO A CORNER, THENCE S 4° 08' E 231.8 FT. TO A CORNER, THENCE S 25° 32' W 335.4 FT., THENCE N 60° 11' W 128.2 FT., THENCE ALONG THE ARC OF A 221.4 FT. RADIUS CURVE TO THE LEFT 94.2 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 72° 22' W 93.4 FT.), THENCE N 84° 33' W 159.1 FT., THENCE ALONG THE ARC OF A 1275.3 FT. RADIUS CURVE TO THE LEFT 121.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 87° 16' W 121.3 FT.), THENCE WEST 133.8 FT., THENCE ALONG THE ARC OF A 135.4 FT. RADIUS CURVE TO THE RIGHT 36.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 82° 19' W 36.2 FT.), THENCE N 74° 38' W 229.9 FT., THENCE N 46° 39' W 515.0 FT. TO THE CENTER 1/4 CORNER SAID SECTION 36, THENCE WITH THE CENTER 1/4 LINE N 89° 55' E 63.7 FT., THENCE S 46° 39' E 444.5 FT., THENCE S 74° 38' E 241.4 FT., THENCE EAST 81.9 FT. TO THE SE CORNER OF THE RISENHOOVER PARCEL, THENCE WITH THE EAST LINE OF RISENHOOVER AND ZUFELT NORTH 370.0 FT. TO THE POINT OF BEGINNING. CORNERS ARE MONUMENTED AS SPECIFIED ON THE ATTACHED PLAT.

BEARINGS ARE BASED ON THE CENTER 1/4 LINE AS DETERMINED BY UTAH RLS#1963 (BEARING FROM ORIGINAL SUBDIVISION OF SECTION 36=N 89° 55'E).

Do here by establish the nature of the use and enjoyment of all lots in said subdivision and does declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS : For Lots 2, 3, 4, & 5. Lot 1 is excluded from these covenants.

1. Land Use and Building Type. No lot shall be used except for residential and home business purposes. The architectural committee must approve home businesses. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling of one story, tri-level with one-half of the bottom level below ground level, or two stories above ground level in height, with an attached or separate private garage or carport. The living area of single level structures shall be not less than 936 square feet. In addition, one detached single-story, ground-level structure, which may be designated for purposes of workshop,

storage, greenhouse, or covered vehicle parking may be erected on the property, of a size not to exceed 1800 Square feet, and shall be closed on a minimum of three sides.

Construction of the single family residence shall be limited to, as a minimum, of manufactured housing, may be constructed at a factory location and transported over the highway to be set on a permanent concrete or block foundation with a stem wall around the home. Manufactured homes will be no less than 24' in width, & be manufactured in 1995 or later, & must be HUD Certified & meet Federal Manufactured Home Construction and Safety Standards (FMHCSS). Permitted construction shall also include residence structures which are fabricated completely on site, using materials, methods and specifications which are consistent with the requirements of the latest revision of the Uniform Building Code and State and local requirements.

Exterior walls shall be vinyl, rock, stucco, wood, brick, painted hardboard siding or any combination of the stated permitted materials. No metal siding is permitted without the express permission of the architectural committee. No rolled-type or sheet metal roofing shall be used on any residence unless overlying shingles hides such material. Roof pitches shall be a minimum of a three/twelve & no greater than a six/twelve. Flat roofs will only be allowed with parapet walls around them & must be pre-approved by the Architectural Control Committee. Painted metal or aluminum awnings shall be permitted as patio covers or carports, provided that such awnings are commercially manufactured and marketed specifically for that purpose. All construction of the permitted ancillary buildings shall be of new materials, which are similar to and complimentary to the materials used in the residence to the maximum degree feasible. Metal pro-panel or equal may be used as a minimum for ancillary building.

The exterior of the residence shall be completed within one year of the construction start date. All power, telephone or other utility lines within the boundaries of the lots shall be located underground. Amateur radio antennas shall not project more than seven feet above the uppermost residence roofline. Satellite television antennas with parabolic reflectors shall not project more than fifteen feet above ground level.

2. **Architectural Control.** No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the building, driveways, carports, awnings, & fencing have been approved by the Architectural Control Committee. Approving the quality of workmanship and that materials are in compliance with the Recorded covenants and subdivision plat, and are in harmony with the external design with existing structures.
3. **Dwelling Cost and Quality.** No dwelling shall be permitted on any lot at a cost of less than \$65,000.00 including lot. Based upon cost levels prevailing on the date that these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship & materials.
4. **Building Location.**
 - (a) No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line.
 - (b) No building shall be located nearer than 15 feet to any interior side lot line, and no building shall be located nearer than 15 feet to the rear lot line or to side lots bordering on a street.
 - (c) For the purpose of this covenant, caves and steps shall not be considered as a part of a building provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. **Lot Area.** No lot shall be less than one acre, including easements for location of services and Utilities, as shown on the recorded plat.
6. **Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear or side 7 1/2 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through established drainage channels for adjacent lots. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
7. **Nuisances.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be a barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently except during the construction phase, and then only as approved by the Architectural Control Committee.
8. **Temporary Structures.** No structure of a temporary character, trailer, basement, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Travel trailers & Motor Homes may be lived in temporarily during the construction phase of no more than 1 year & only as approved by the Architectural Control Committee.
9. **Signs.** No sign of any kind shall be displayed to the public view on any lot except one Professional sign not more than two square feet, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a developer to advertise the property during the construction and sales period.

10. **Pets/Livestock.** Pets shall be limited to not more than three dogs and three cats in any combination. Residents shall be responsible for containing all pets within the property boundaries, and are responsible for maintaining control of pets to ensure that the surrounding residents shall not be annoyed by noise or noxious odors.
Livestock: Will be permitted only on Lots 3 & 4, & will be limited to 3 large animals (cows, horses, sheep, goats & pigs). Large animals must be corralled at least 100' from neighboring homes. Poultry, fowl & rabbits will be permitted on any lot & limited to 12 Adult animals and shall be caged or fenced at all times.
11. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in closed sanitary containers. All Equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. The lot owner shall keep each lot and its abutting street free of trash and other refuse. No unsightly materials or other objects shall be stored on any lot in view of the general public.
12. **Sight Distance at Intersection.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines
13. **Fence types and materials.** Permissible fencing includes natural rock, concrete or cinder block, chain link, picket, grape stake or painted or stained wood. Fencing shall be maintained in good condition at all times. Fencing design and location shall be in accordance with the requirements of Covenant #12 and local ordinances.
14. **Landscaping.** Other than the natural vegetation, planted trees, lawns, and shrubs shall be nurtured and maintained.
15. **Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PARTS C. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** The original Architectural Control Committee is composed of Richard McElhane, Edward McElhane, and Sharon McElhane. The original architectural committee shall serve until all lots are sold. A Majority vote of the committee may designate a representative to act for it on specified tasks. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Following the sale of 100 percent of the lots, the then recorded owners of $\frac{1}{2}$ majority of the lots shall have the power to call for an election by secret ballot for members of the architectural committee. Lot ownership qualifies the lot for one vote. During the period prior to the sale of all lots, selection of a replacement for any of the original committee members due to seasons of health, death or resignation shall be accomplished by a majority of the remaining members of the committee. The Architectural Control Committee shall be responsible for establishing water well dues for each owner until 100 % of the lots are sold for each well. Within 60 days of the closing date on the sale of the last lot, they shall call a special meeting of all Owners to establish the Non-Profit Well association.
2. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
3. **Power.** The Architectural Control Committee shall have the power to administer the provisions of these covenants as written and recorded, and to issue interpretations of the covenants as permitted in the covenants, a majority vote by the committee being required to authorize a ruling. The committee shall have no authority to unilaterally change the recorded covenants. In case of deadlock, the committee shall within 30 days, be required to select an arbitration panel of three members who are unanimously acceptable to all committee members, and shall abide by the ruling of the arbitration panel.

PART D. GENERAL PROVISIONS

1. **Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a $\frac{1}{2}$ majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. **Enforcement.** Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. **Severability.** Invalidation of any one of these covenants or portions thereof by judgement or court order shall in no wise or way affect any of the other provisions, which shall remain in full force and effect.

Covenants can be may be amended or changed if they do not meet San Juan County Specifications.

San Juan Estates

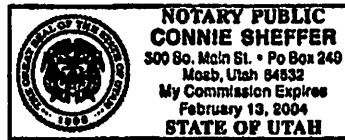
By:

Richard McElhancy

Richard McElhancy

Charles E. McElhancy

Charles E. McElhancy



Connie Sheffer

E 062007 B 789 P 0194
Date 29-AUG-2000 10:14am
Fee: 24.00 Check 199
LOUISE C JONES, Recorder
Filed By RKK
For SOUTH EASTERN UTAH TITLE CO
SAN JUAN COUNTY CORPORATION

CORRECTED AND AMENDED PROTECTIVE COVENANTS
OF
SAN JUAN ESTATES

DECLARATION OF BUILDING AND LAND USE RESTRICTIONS

PART A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned, being owners of the following described real property located in San Juan County, State of Utah:

BOUNDARY DESCRIPTION

DESCRIPTION OF LANDS WITHIN THE SE1/4 SECTION 36, T 26 S, R22 E, SLM, SAN JUAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NE CORNER OF THE ZUFELT PARCEL, SAID CORNER BEARS WITH THE CENTER ¼ LINE S 89° 55' W 1938.0 FT. FROM THE EAST ¼ CORNER SECTION 36, T 26 S, R22 E, SLM AND PROCEEDING THENCE WITH SAID CENTER ¼ LINE N 89° 55' R 671.2 FT. TO A CORNER, THENCE S 4° 08' E 231.8 FT. TO A CORNER, THENCE S 25° 32' W 335.4 FT., THENCE N 60° 11' W 128.2 FT., THENCE ALONG THE ARC OF A 221.4 FT. RADIUS CURVE TO THE LEFT 94.2 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 72° 22' W 93.4 FT.), THENCE N 84° 33' W 159.1 FT., THENCE ALONG THE ARC OF A 1275.3 FT. RADIUS CURVE TO THE LEFT 121.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 87° 16' W 121.3 FT.), THENCE WEST 133.8 FT., THENCE ALONG THE ARC OF A 135.4 FT. RADIUS CURVE TO THE RIGHT 36.3 FT. (SAID CURVE HAS A CHORD WHICH BEARS N 82° 19' W 36.2 FT.), THENCE N 74° 38' W 229.9 FT., THENCE N 46° 39' W 515.0 FT. TO THE CENTER ¼ CORNER SAID SECTION 36, THENCE WITH THE CENTER ¼ LINE N 89° 55' E 63.7 FT., THENCE S 46° 39' E 444.5 FT., THENCE S 74° 38' E 241.4 FT., THENCE EAST 81.9 FT. TO THE SE CORNER OF THE RISENHOVER PARCEL, THENCE WITH THE EASTLINE OF RISENHOVER AND ZUFELT NORTH 370.0 FT. TO THE POINT OF BEGINNING. CORNERS ARE MONUMENTED AS SPECIFIED ON THE ATTACHED PLAT. BEARINGS ARE BASED ON THE CENTER ¼ LINE AS DETERMINED BY UTAH RLS#1963 (BEARING FROM ORIGINAL SUBDIVISION OF SECTION 36-N 89° 55' E).

Do here by establish the nature of the use and enjoyment of all lots in said subdivision and does declare that all conveyances of said lots shall be made subject to the following conditions, restrictions and stipulations:

PART B. RESIDENTIAL AREA COVENANTS: FOR LOTS 2, 3, 4, & 5. Lot 1 is excluded from these covenants.
Block 1

1. Land Use and Building Type No lot shall be used except for residential and home business purposes. The architectural committee must approve home businesses. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling of one story, tri-level with one-half of the bottom level below ground level, or two stories above ground level in height, with and attached or separate private garage or carport. The living area of single level structures shall be not less than 936 square feet. In addition, one detached single-story, ground-level structure, which may be designated for purposes of a workshop, Storage, greenhouse, or covered vehicle parking may be erected on the property, of a size not to exceed 3800 square feet, and shall be closed on a minimum of three sides.

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South Eastern Utah
Title Company
Order No. 3466

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Construction of the single family residence shall be limited to as a minimum, of manufactured housing, may be constructed at a factory location and transported over the highway to be set on a permanent concrete or block foundation with a stem wall around the home. Manufactured homes will be no less than 24' in width, and be manufactured in 1995 or later, and must be HUD certified and meet Federal Manufactured Home Construction and Safety Standards (FMHCSS). Permitted construction shall also include residence structures which are fabricated completely on site, using materials, methods and specifications which are consistent with the requirements of the latest revision of the Uniform Building Code and State and local requirements.

Paragraph has been amended as follows:

Exterior walls shall be vinyl, rock, stucco, wood, brick, painted hard board siding or any combination of the stated permitted materials. No metal siding is permitted without the express permission of the architectural committee. No rolled-type or sheet metal roofing shall be used on any residence unless overlying shingles hides such material. Roof pitches shall be minimum of three/twelve and no greater than a ten/twelve. Flat roofs will only be allowed with parapet walls around them and must be pre-approved by the Architectural control Committee. Painted metal or aluminum awnings shall be permitted as patio covers or carports, provided that such awnings are commercially manufactured and marketed specifically for that purpose. All construction of the permitted ancillary buildings shall be of new materials, which are similar to and complimentary to the materials used in the residence to the maximum degree feasible. Metal pro-panel or equal may be used as a minimum for ancillary building.

The exterior of the residence shall be completed within one year of the construction start date.
All power, telephone or other utility lines within the boundaries of the lots shall be located underground.
Amateur radio antennas shall not project more than seven feet above the uppermost residence roofline. Satellite television antennas with parabolic reflectors shall not project more than fifteen feet above ground level.

2. Architectural Control. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the building, driveway, carports, awnings, and fencing have been approved by the Architectural Control Committee, approving the quality of workmanship and that materials are in compliance with the recorded covenants and subdivision plat, and are in harmony with the external design with existing structures.
3. Dwelling Cost and Quality. No dwelling shall be permitted on any lot at a cost of less than \$65,000 including lot, based upon cost levels prevailing on the date that these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of quality workmanship and materials.
4. Building Location.
 - (a) No building shall be located on any lot near to the side street line than the minimum building setback lines shown on the. Recorded plat In any event no building shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street.
 - (b) No building shall be located nearer than 15 feet to any interior side lot line, and no building shall be located nearer than 15 feet to the rear lot line or to side lots bordering on a street.
 - (c) For the purpose of this covenant, eaves and steps shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.
5. Lot Area. No lot shall be less than one acre, including easements for location of services and utilities, as shown on the recorded plat.
6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and over the rear or side 7 1/2 feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through established drainage channels for adjacent lots. The easement area of each lot and all the improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.
7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently except during
The construction phase, and then only as approved by the architectural Control Committee.
8. Temporary Structures. No structure of a temporary character, trailer, basement, garage, barn or other outbuildings shall be used on any lot at anytime as a residence. Travel Trailers and Motor Homes may be lived in temporarily during the construction phase, and then only as approved by the Architectural Control Committee.
9. Signs. No sign of any kind shall be displayed to the public view on any lot except one
Advertising the property for sale or rent, or signs used by a developer to advertise the property during the construction and sales period.

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10. **Pets/Livestock.** Pets shall be limited to not more than three dogs and three cats in any combination. Residents shall be responsible for containing all pets within the property boundaries, and are responsible for maintaining control of pets to ensure that the surrounding residents shall not be annoyed by noise or noxious odors.
Livestock: Will be permitted only on lots 3 and 4 and will be limited to 3 large animals (cows, horses, sheep, goats and pigs). Large animals must be corralled at least 100 feet from neighboring homes. Poultry, fowl and rabbits will be permitted on any lot and limited to 12 adult animals and shall be caged or fenced at all times.
11. **Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in closed sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. The lot owner shall keep each lot and its abutting street free of trash and other refuse. No unsightly materials or other objects shall be stored on any lot in view of the general public.
12. **Sight Distance at Intersection.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
13. **Fence Types and Materials.** Permissible fencing includes natural rock, concrete or cinder block, chain link, picket, grape stake or painted or stained wood. Fencing shall be maintained in good condition at all times. Fencing design and location shall be in accordance with the requirements of covenant #12 and local ordinances.
14. **Landscaping.** Other than the natural vegetation, planted trees, lawns, and shrubs shall be nurtured and maintained.
15. **Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

PART C. ARCHITECTURAL CONTROL COMMITTEE

1. **Membership.** The original Architectural Control Committee is composed of Richard McElhane, Edward McElhane, and Sharon McElhane. The original architectural committee shall serve until All lots are sold. A majority vote of the committee may designate a representative to act for it on specified tasks. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. Following the sale of 100 percent of the lots, the then recorded Owners of ¼ majority of the lots shall have the owner to call for and election by secret ballot for members of **The architectural committee.** Lot ownership qualifies the lot for one vote. During the period prior to the sale of all the lots, selection of a replacement for any of the original committee members due to reasons of health, death or resignation shall be accomplished by a majority of the remaining members of the committee. The Architectural Control Committee shall be responsible for establishing water well dues for each owner until 100% of the lots are sold for each ell. Within 60 days of the closing date on the sale of the last lot, they shall call a special meeting of all owners to establish the Non- profit well association.
2. **Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.
3. **Power.** The Architectural Control Committee shall have the power to administer the provisions of these Covenants as written as written and recorded, and to issue interpretations of the covenants as permitted in the covenants, a majority vote by the committee being required to authorize a ruling. The committee shall have no authority to unilaterally change the recorded covenants. In case of deadlock, the committee shall within 30 days, be required to select an arbitration panel of three members who are unanimously acceptable to all committee members, and shall abide by the ruling of the arbitration panel.

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PART D. GENERAL PROVISIONS

1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a ¾ majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.
2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
3. Severability. Invalidation of any one of these covenants or portions thereof by judgment or court order shall in no wise or way affects any of the other provisions, which shall remain in full force and effect.

(Covenants can be or may be amended or changed if they do not meet San Juan County specifications).

E 062007 B 789 P 0197

San Juan Estates

By:

Richard A. McElhany

Richard A. McElhany

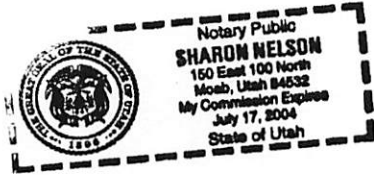
Charles E. McElhany

Charles E. McElhany

E 062007 B 789 P 0198

STATE OF UTAH {
 } SS.
COUNTY OF GRAND {

On the 28th day of AUGUST 2000, personally appeared before me RICHARD A. MCELHANEY AND CHARLES E. MCELHANEY the signers of the within instrument who duly acknowledged to me that they executed the same.



Sharon Nelson

Notary Public

E 062007 B 789 P 0199