

BANDANNA RANCH

Buckboard Phase, Chuckwagon Phase, Elkhorn Phase, Stagecoach Phase,
and any Sequel Phases or Sub-Phases Within the Four Listed Phases Herein

(Road Maintenance Agreement)

7-18706 B AD275 P
DATE 11-MAR-1997 10:17AM FEE
CAROLYN B. MADSEN, RECORDER
FILED BY CBM
FOR LARRY A. KIRKHAM
SHERIFF, COUNTY CORPORATION

792
28.00

County of Duchesne • State of Utah

THIS DOCUMENT CONSTITUTES AN ADDENDUM to the *First Amended Protective Covenants of Bandanna Ranch*, and shall hereinafter be known as the **ROAD MAINTENANCE AGREEMENT**, hereinafter referred to as "Agreement". This Agreement is made on this 8 day of December, 1996, by and between **Ford's Inc.**, a Utah corporation, having its principal place of business in Salt Lake City, Salt Lake County, State of Utah, hereinafter referred to as "Ford", and the **Bandanna Ranch Homeowner's Association a/k/a Bandanna Ranch Landowner's Association**, by and through its Board of Trustees, hereinafter referred to as the "Board".

WHEREAS, this Agreement is prepared and agreed to for the benefit of all of the Members, homeowners and/or landowners of Bandanna Ranch, including the Buckboard Phase, Chuckwagon Phase, Elkhorn Phase and Stagecoach Phase, and any sequel phases or sub-phases within the four listed phases herein.

WHEREAS, the parties realize that the property is generally known within the State of Utah under the term "recreational property", and consists of mountain property generally above the elevation of 6,000 feet, and, therefore, subject to accumulation of substantial winter snow.

WHEREAS, the purpose of this Agreement and/or Addendum to the First Amended Protective Covenants of Bandanna Ranch is to establish a policy, statement and declaration that the **Bandanna Ranch Homeowner's Association a/k/a Bandanna Ranch Landowner's Association**, hereinafter referred to as the "Association", by and through the Board, will maintain on a year-around basis all of the roads within the subdivision and various phases of the subdivision known as Bandanna Ranch, in its entirety, including but not limited to the Buckboard Phase, Chuckwagon Phase, Elkhorn Phase and Stagecoach Phase, and any sequel phases or sub-phases within the four listed phases herein, which have been recorded in the office of the County Recorder of Duchesne County, State of Utah, and described therein.

WHEREAS, the Board is desirous of making this statement for the benefit of all of the Members and homeowners and making a statement with respect to its duties, obligations, responsibilities, etc., as more particularly set forth in the First Amended Protective Covenants of Bandanna Ranch and, more particularly, those provisions dealing with road maintenance set forth in Article III, Article V, Section 16, and Article VI of the First Amended Protective Covenants

WHEREAS, the Board recognizes and realizes that there are a number of full-time residents on Bandanna Ranch, but that the vast majority of the residents are only occasional or recreational users of the property.

WHEREAS, the Board also recognizes and realizes that substantial improvements have been made and/or will be made by various Members and/or homeowners, and it is necessary that road maintenance be an integral part of any and all protective covenants and services provided by the Association through the Board to the Members and homeowners in order to provide protection to the improvements made by homeowners to their property.

NOW THEREFORE, know all men by these presents: That the Board and Ford's, Inc., for and on behalf of all Members, homeowners and/or landowners, jointly, severally and individually, declare that it has been established and does hereby establish a general plan and agreement for the protection, maintenance, improvement, etc., of the roads with the subdivision and various phases of the subdivision known as Bandanna Ranch in order to facilitate ingress and egress to all property during all times of the year, to provide fire protection to the properties during all times of the year, to provide police protection during all times of the year, and to otherwise provide improved roads so that the individual Members and homeowners may utilize to the full extent possible the property owned within the subdivision and various phases of the subdivision known as Bandanna Ranch, including but limited to the Buckboard Phase, Chuckwagon Phase, Elkhorn Phase and Stagecoach Phase, and any sequel phases or sub-phases within the four listed phases herein. This Agreement is for the mutual benefit of the lots on said property, and is an addendum to any and all covenants, conditions and restrictions on said lots, and is not intended to be, in any way, in conflict with, derogation of, nor does this document supersede any of the covenants, conditions or restrictions on the property herein.

CONSISTENT HEREWITH, the Board agrees, states and covenants as follows:

1. The Board agrees that to the best of its ability, it will maintain the roads within the subdivision known as Bandanna Ranch, as more particularly set forth and described above, including its various phases and sub-phases, on an annual basis, utilizing the funds collected from the Association Members, individual property owners, etc.

2. The Board, by and through its members, covenants and agrees that during the winter months, it will remove snow from the roads within the subdivision known as Bandanna Ranch to the best of its ability and within budgetary confines, in order to allow ingress and egress for all full-time residents of the subdivision known as Bandanna Ranch and any other Members who wish to utilize the property during the course of the winter, and to keep the roads

access to Bandanna Ranch during the winter months. It is agreed, stated and understood, however, that the Board has no control over weather, and to the extent snow accumulations occur rapidly over a short period of time, the Board can only remove the snow as is reasonably practical and as soon as reasonably possible. It is understood and agree and heretofore stated that snow accumulation may occur in such a way and over such a short period of time that periodically during the course of any given year, ingress and egress may be otherwise impossible for relatively short periods of time, not to exceed two or three days. Except as otherwise stated herein, however, the Board will use its best efforts to keep the roads free and clear of snow, or at least substantial accumulations of snow, in order to allow ingress and egress as more particularly set forth above, and will do so by the expenditure of funds from the dues and assessments collected from the Members, homeowners and/or landowners.

3. The Board stipulates, agrees and states, however, that it shall not be liable or responsible for any particular incident or inability for ingress or egress relative to any individual property owner, and can only exercise and carry out its best efforts to keep the roads free and clear of snow during the winter, and to keep the roads maintained in a reasonably good condition during other times of year, as funds permit and allow.

4. The individual members of the Board are hereby indemnified from any personal liability or responsibility for any loss, damage, etc., occasioned by any particular Member of the subdivision in general as it relates to the inability to maintain the roads, consistent with the provisions of the Agreement herein, and on the basis that adverse weather conditions, etc., as more particularly set forth in paragraph 5 below, enumerate.

5. Consistent herewith and pursuant to this Agreement, the Board assumes no responsibility which might otherwise impair the Board's ability to maintain the roads consistent with the intent of the Agreement for the following reasons: (1) labor disputes; (2) strike; (3) lock-outs or any other acts of employees or suppliers of labor or materials over which the Board has no control or which the Board is not responsible; (4) fire; (5) adverse weather conditions; (6) declarations of war; (7) national emergencies; (8) civil unrest; (9) force majeure; (10) acts of God; (11) inability to procure fit and complete labor or subcontractors in the area; (12) failure or unavailability of adequate sewer, water, electricity, gas or any other utility service; or (13) by any cause beyond the Board's control, which might prevent the Board from carrying out the intended purpose of this Agreement, keeping the roads maintained, etc., in a timely fashion.

6. Consistent with the First Amended Protective Covenants, conditions and restrictions of Bandanna Ranch and consistent with the By-Law and Articles of Incorporation herein, the Board may, from time to time, establish and actually increase dues, assessments, etc., in order to provide adequate funds for maintenance, including but not limited to maintenance of the roads as contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day

By:

Its:

Michael Howard
Pres

BANDANNA RANCH HOMEOWNER'S
ASSOCIATION a/k/a BANDANNA RANCH
LANDOWNER'S ASSOCIATION, by and
through its Board of Trustees:

John R. Williams

Harold S. Berger

Michael Howard

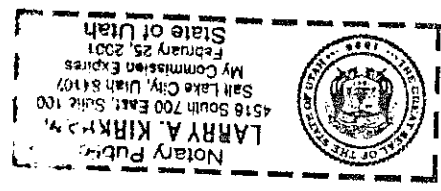
Lang A. Walker

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On the 8 day of December, 1996, personally appeared before me Michael Ford Pass, Foddlue, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Larry A. Kirkham
Notary Public

My Commission Expires: 2-25-2001

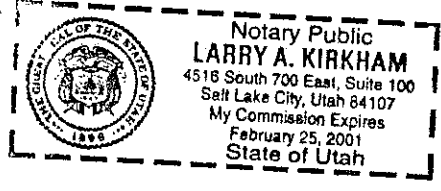


STATE OF UTAH,)
) : SS.
County of Salt Lake)

On the 8 day of December, 1996, personally appeared before me Robert K. Williams, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Larry A. Kirkham
Notary Public

My Commission Expires: 2-25-2001

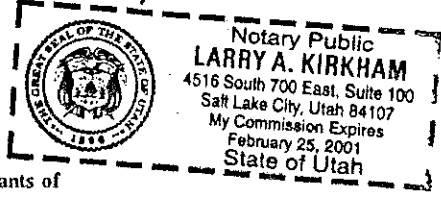


STATE OF UTAH,)
) : SS.
County of Salt Lake)

On the 8 day of December, 1996, personally appeared before me Harold S. Berger, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

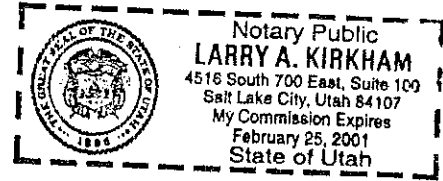
Larry A. Kirkham
Notary Public

My Commission Expires: _____



Larry A. Kirkham
Notary Public

My Commission Expires: _____

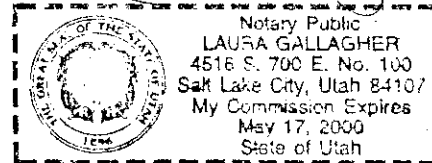


STATE OF UTAH,)
 : ss.
County of Salt Lake)

On the 8 day of December, 1996, personally appeared before me LARRY A. KIRKHAM, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Laura Gallagher
Notary Public

My Commission Expires: _____



STATE OF UTAH,)
 : ss.
County of _____)

On the ____ day of _____, 19__, personally appeared before me _____, signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public

My Commission Expires: _____

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