

LOTS
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JAMES ASHAUER, DAVIS CNTY RECORDER
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REC'D FOR BOUNTIFUL HILLS LTD

**DECLARATION
OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS FOR THE BRIDLEWOOD SOUTH ESTATES PHASE 3**

We the undersigned, owners in fee of the following described real property, to wit: Lots 301 through 309 inclusive, Bridlewood South Estates Subdivision Phase 3, Bountiful City, Davis County, Utah, do hereby make the following declarations as to limitations, covenants, conditions, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of covenants, conditions and restrictions being designated for the purpose of keeping the said subdivision desirable, uniform and suitable in architecture and use as herein specified.

I. DESIGN REVIEW COMMITTEE

1.1. Purpose. In order to create, maintain and improve the Property as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, and to protect and promote the value of the Property, the exterior design, changes or alterations to existing use, development, and landscaping by lot owners shall be subject to design review by the Design Review Committee.

1.2. Creation. The initial Design Review Committee (the "Committee") will consist of: Merrill K Bunker and Stephen R. Randle or their designees. These initial members may designate from one to three additional individuals to serve on the Committee for whatever terms they shall designate. If at any time the members of the initial Design Review Committee or their designees are deceased, unavailable or have resigned, the Design Review Committee shall consist of three members elected by a majority of the lot owners from all phases of Bridlewood South Estates and from Lot 2 Bridlewood Subdivision, Phase 6.

1.3. Powers. The Committee is hereby authorized to perform; or to retain the services of one or more consulting architects, landscape architects or urban designers, who need not be licensed to practice in the State of Utah, to advise and assist the Committee in performing the design review functions prescribed in this Declaration. Any expense incurred in reviewing the plans of any lot owner shall be paid by said lot owner.

II. COVENANTS, CONDITIONS AND RESTRICTIONS

2.1. Use of Lots. All lots within the Property shall be used only for the construction and occupancy of one single family dwelling, not to exceed two stories in height (not counting the basement), together with off street parking in a minimum two-car garage, and parking aprons as approved or required by the Committee. The Committee may designate lots that may be used for only one-story homes where grade, view or other special considerations dictate. Lots may also be used for the construction of typical residential amenities such as a family swimming pool, tennis court, etc. All lots shall be used, improved and devoted exclusively for such single family residential use. No gainful occupation, profession, trade or other nonresidential use shall be conducted on any such Property and no person shall enter into any lot for engaging in such uses or for the purpose of receiving products or services arising out of such usage without review and approval by the Committee and the appropriate officials of Davis County. No lot shall be used for a sport court or common swimming pool without approval of the Committee and the consent of surrounding and adjacent lot owners.

2.2. Architectural Control. No home, landscaping, grading, excavation, building, fence, wall, or other structure, or alteration of any kind shall be commenced, erected, maintained, improved, altered, or made until the construction plans and specifications, along with a topographical or site plan showing the location of all improvements, has been approved in writing by the Committee. The Committee may, in its discretion, require a detailed landscaping plan. All subsequent additions to or changes or alterations in any building, fence, wall or other structure, including exterior color scheme, and all changes in the grades of or location of improvements on any lot shall be subject to the prior written approval of the Committee. No changes or deviations in or from the plans and specifications once approved by the Committee shall be made without the prior written approval of the Committee. Subsequent to receiving approval of the Committee and prior to the commencement of construction, each owner will be responsible for obtaining a building permit.

2.3. Construction Quality, Size and Cost. The Committee will base its approval of construction plans, specifications, landscaping plans and other alterations on the acceptability and harmony of the external design of the proposed structures with respect to topography and grade, quality of materials, size, height, color, etc. Homes of superior design are requisite. Designs shall be limited to those prepared by architects or qualified residential designers of outstanding ability. All plans shall be filed for approval and accepted before construction is begun and shall include the entire site, with all buildings, improvements, structures (fences, retaining walls, drives, etc.), elevations showing existing and finished grades, detailed sections (cross and longitudinal), and details of cornices, porches, windows, garages, walls, steps, patios, fences, carriage lights, etc.

All structures constructed on the Property shall be of new materials, except pre-approved used brick, and shall be of good workmanship and materials. Only those exterior materials which will blend harmoniously to the natural environment shall be permitted. Brick, stone and stucco shall be the primary finish materials. No log structures, aluminum siding or wood exterior homes shall be permitted in this subdivision. All exterior materials and colors are to be specified on plans and submitted for approval by the Committee, together with samples. All roof materials and colors must be approved by the Committee. Roof materials must be of high quality, such as shake, tile, architect quality or designer metal shingles. The typical roof pitch should be between 6/12 and 12/12. The Committee may grant or prescribe a variance of the pitch. No flat roofs shall be permitted. A minimum width of 10 inches shall be required on the fascia. All stacks and chimneys from fireplaces in which combustibles other than natural gas are burned shall be fitted with spark arresters. All owners shall strictly comply with all state laws and city ordinances pertaining to fire hazard control. No pre-manufactured homes shall be permitted.

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No dwelling shall be permitted on any lot at a cost of less than \$200,000, exclusive of the Lot, based upon the cost levels prevailing on the date these covenants are recorded. The main floor of a single story dwelling shall not be less than 2,000 square feet not counting the basement. A two-story dwelling must have 1,700 square feet on the main level not counting the basement with at least 1,000 square feet on the upper level. The principal consideration is not size but rather both quality of interior and exterior finish and beauty of architectural design. The Committee may approve plans that deviate from these size and cost requirements if, in the Committee's sole discretion, the quality of finish and/or exceptional architecture result in a desirable addition to the Property.

2.4. Building Height. Unless otherwise approved by the Committee, no lot in the subdivision shall have a building or structure which exceeds a height of two stories (not counting the basement) or thirty-five (35) feet, whichever is less. Height shall be measured from finished grade of the most exposed elevation to top of roof at its highest point. If Bountiful City Ordinances are more restrictive, then they shall govern.

2.5. Construction Time. The Committee shall have final control for approval of all exterior color and material plans. The construction time for the exterior portion of any structure shall not exceed 18 months from start to finish, including landscaping. "Start" shall be the instant any foliage is cut or removed in anticipation of the landscaping or construction to be built. All building debris, excavation, dirt, etc. associated with the building process shall be removed within the 18 month period. Such debris and excavation dirt shall not be permitted on any of the streets or sidewalks.

2.6. Landscaping. No fence, wall or screen shall be erected without prior written approval of the Committee. No fence, wall, hedge or screen shall be erected that would obstruct sight lines or otherwise constitute a traffic hazard, particularly near driveways and street intersections.

Lawn, patio and garden areas must be approved by the Committee. Owners are encouraged to plant trees and shrubs to enhance the natural beauty, provide windbreaks and improve erosion control. The planting of trees that will have a high profile and obstruct the view from neighboring lots is discouraged. Such trees may be pruned or removed at the discretion of the Committee.

No planting or structures shall be placed or permitted which may damage or interfere with established slope ratios, create erosion or change the direction of drainage channels. All materials used to retain and contour the slope of any lot or improvement must conform with the natural beauty and contour of the Property and must be approved by the Committee.

2.7. Temporary Occupancy and Temporary Buildings. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling on any property shall be removed immediately after the completion of construction.

2.8. Out Buildings. It is understood that out buildings such as swimming pool and tennis court dressing facilities may be constructed on any lot as long as they are in conformity with the requirements of this Declaration and are approved by the Committee.

2.9. Easements. Easements for installation of and maintenance of utilities and drainage facilities and lines are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or water lines or which may change the direction or flow of drainage channels in the area, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each of the lots 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.

2.10. Exterior Antennas, Lights and Power Lines. Exterior antennas are prohibited. Exposed metal flues, vents, ventilator or other metallic rooftop protrusions shall be coated or painted with a neutral color which will blend harmoniously with the surrounding Property. T.V. dishes and evaporative coolers will be allowed provided they are placed or screened so they are not visible to neighboring properties and streets. The location of T.V. dishes and evaporative coolers must be approved by the Committee. Exterior lighting that is detached from the dwelling will not be allowed unless approved by the Committee. It is anticipated that variances for

exterior lights, detached from the dwelling, that are positioned above a one-story level (i.e. tennis court lighting) will rarely be given. All power lines and similar type cables shall be buried underground. E 1440872 B 2359 P 719

2.11. Nuisances; Construction Activities. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any lot, and no odors or loud noises shall be permitted to arise or emit therefrom, so as to render any such property or any portion thereof, or activity thereon, unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to the occupants of such other property. No other nuisance shall be permitted to exist or operate upon any lot so as to be offensive or detrimental to any other property in the vicinity thereof or to its occupants. Normal construction activities and parking in connection with the building of improvements on a lot shall not be considered a nuisance or otherwise prohibited by this Declaration, but lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick block, lumber and other building materials will be piled only in such areas as may be approved by the Committee. In addition, any construction equipment and building materials stored or kept on any lot during construction of improvements may be kept only in areas approved by the Committee, which may also require screening of the storage areas.

No articles, material, equipment or vehicles of any nature shall be parked or stored on any street located within the Property. Licensed, regularly used passenger vehicles (i.e. visitor vehicles) may be parked in the streets of the Property for brief periods of time (i.e. less than twenty four hours). Overnight parking of such vehicles should generally be restricted to the driveway of the dwelling being visited. No automobiles, trailers, boats, racks, snowmobiles, motorhomes, recreational vehicles or any other type of vehicles shall be stored on driveways. Such vehicles that are properly licensed and in running condition may be stored on side lots if properly screened from view. The acceptability of the screening structure must be approved by the Committee.

The use or operation of snowmobiles on the streets of the Property is not permitted. The use of motorcycles and other motorized recreational vehicles which may produce audible annoyance to the community shall be limited to ingress and egress of the Property.

No oil or gas drilling, development, operations, refining, storage, quarrying or mining operation of any kind shall be permitted upon or in any lot.

The burning of rubbish, leaves or trash on the Property is prohibited. Trash containers shall be covered and kept screened from view from the street in suitable enclosed areas, except during collection.

No owners shall permit any thing or condition to exist upon any lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

The Committee in its sole discretion shall have the right to determine the existence of any nuisance.

2.12. Signs. No signs of any kind shall be displayed to public view on any lot except one sign of not more than five square feet advertising the property for sale or rent. Signs used by a builder or developer up to ten square feet, may be displayed to advertise the improvement or lot during the construction period. The placement of signs, graphics, or advertisements which are permanent in nature or represent advertisement for small business conducted in the home is prohibited.

2.13. Animals. No animal, bird, fowl, poultry, or livestock of any kind shall be raised, bred or kept on any lot except domestic dogs (a maximum of two), cats and other household pets, so long as they are not a nuisance or kept, bred or maintained for any commercial purposes. All owners hereby covenant and agree that any dog either owned by said owner or in said owner's control or custody, shall not be allowed to roam unattended in Bridlewood South Estates. All owners who intend to keep a dog on their lot must construct a dog run or kennel for the purpose of confinement and in a manner and location approved by the Committee and applicable zoning for Bridlewood South Estates. At all other times, dogs shall be on a leash and under the direct control and supervision of said owner, who shall promptly remove and dispose of any excrement deposited on the property of other owners.

2.14. Repair of Building. No building or structure on any lot shall be permitted to fall into disrepair and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished. In the event any building or structure is damaged or destroyed, then, subject to the approvals required by Subsection 2.1 above, such building or structure shall be immediately repaired or rebuilt or shall be demolished.

2.15. Restriction on Further Subdivision, Property Restrictions and Rezoning. No Lot shall be further subdivided or separated into smaller lots by any owner, and no portion less than all of any such lot, nor any easement or other interest therein, shall be conveyed or transferred by any owner, without the prior written approval of the Committee, which approval must be evidenced on the plat or other instrument creating the subdivision, easement, or other interest. No further covenants, conditions, restrictions or easements shall be recorded by any owner or other person against any lot without the provisions thereof having been first approved in writing by the Committee and any covenants, conditions, restrictions, or easements recorded without such approval being evidenced thereon shall be null and void. No application for rezoning of any lot, and no applications for variances or use permits, shall be filed

with any governmental authority unless the proposed use of the lot has been approved by the Committee and the proposed use otherwise complies with this Declaration.

2.16. Developer's Exemption. Nothing contained in this Declaration shall be construed to prevent the erection or maintenance by Owners, or their authorized agents, of temporary structures, trailers, improvements or signs necessary or convenient to the development, marketing or sale of lots within the Property.

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III. TERM, AMENDMENTS, AND TERMINATION.

3.1. Term; Method of Termination. This Declaration shall be effective upon the date of recordation hereof and, as amended from time to time, shall continue in full force and effect for a term of twenty years from the date of recordation. From and after said date, this Declaration, as amended, shall be automatically extended for successive periods of ten years each, unless there is an affirmative vote to terminate this Declaration by the lot owners casting seventy-five percent of the total votes cast at an election held for such purpose within six months prior to the expiration of the initial effective period hereof or any ten year extension. The Declaration may be terminated at any time if at least ninety percent of the votes cast by all lot owners shall be cast in favor thereof at an election held for such purpose. No vote to terminate this Declaration shall be effective unless and until the written consent to such termination has been obtained, within a period from six months prior to such vote to six months after such vote, from the holders of recorded first mortgages or deeds of trust on seventy-five percent of the lots upon which there are such recorded first mortgages and deeds of trust. If the necessary votes and consents are obtained, the lot owners shall cause to be recorded in the Davis County records a "Certificate of Termination", duly signed by two lot owners elected for that purpose, with their signatures acknowledged. Thereupon, the covenants herein contained shall have no further force and effect.

3.2. Amendments. This Declaration may be amended by recording in the Davis County records a "Certificate of Amendment", duly signed and acknowledged as required for a Certificate of Termination. The Certificate of Amendment shall set forth in full the amendment adopted, and shall certify that at an election duly called and held by lot owners casting seventy-five percent of the votes at the election, voted affirmatively for the adoption of the amendment. Any amendment shall be effective only if the written consent from the holders of recorded first mortgages or deeds of trust on seventy-five percent of the lots upon which there are such recorded first mortgages or deeds of trust is obtained.

3.3. Eligible Voters. Lot owners or their proxies in all phases of Bridlewood South Estates shall participate in any vote under this Declaration.

IV. MISCELLANEOUS

4.1. Interpretation of the Covenants. Except for judicial construction, the Committee shall have the exclusive right to construe and interpret the provisions of this Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Committee's construction or interpretation of the provisions hereof shall be final, conclusive and binding as to all persons and property benefitted or bound by the Covenants and provisions hereof.

4.2. Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof.

4.3. Rule Against Perpetuities. Each provision contained in this Declaration which is subject to the laws or rules sometimes referred to as the rule against perpetuities or the rule prohibiting unreasonable restraints on alienation shall continue and remain in full force and effect for the period of 21 years following the death of the last survivor of the living children of Governor Michael Leavitt, or until this Declaration is terminated as herein provided, whichever first occurs. All other provisions contained in this Declaration shall continue and remain in full force and effect in accordance with Section 3.1 hereof.

4.4. Run with the Land. Owners for themselves, their successors and assigns, hereby declare that all of the Property shall be held, used and occupied subject to the provisions of this Declaration, and to the covenants and restrictions contained herein, and that the provisions hereof shall run with the land and be binding upon all persons who hereafter become the owner of any interest in the Property.

