

EEA

AMENDED PROTECTIVE COVENANTS

WHEREAS, the protective covenants for Plat A, Bridgerland Village Subdivision were filed with the Rich County Recorder on the 20th day of July, 1970, Filing No. F11,848 and whereas Ted J. Wilson and Dixie Wilson, the owners of the streets, roads and right-of-ways within Bridgerland Subdivision have conveyed title and ownership of the streets, roads and right-of-ways within Plat A, Bridgerland Subdivision to the Bridgerland Village Homeowner's Association, and

WHEREAS, a majority of the lot owners of Plat A, Bridgerland Village Homeowner's Association pursuant to paragraph K of the Protective Covenants, dated July 20, 1970, have modified and amended the Protective Covenants, and

WHEREAS, the owners of the lots of Plat A are also members of the Bridgerland Village Homeowner's Association, and, therefore, this declaration of Amended Protective Covenants made and entered this 25th day of August, 1989, by Bridgerland Village Homeowner's Association, owner of the streets, roads and right-of-ways within the following described area, to-wit:

All of Bridgerland Village, Plat "A", a subdivision, as shown by the official plat thereof filed on the 20th day of July, 1970, Filing No. F11,847 in the office of the County Recorder of Rich County,

for the purpose of maintaining fair and adequate property values in the above described premises, and of continuing said subdivision as a desirable recreation area, does hereby make the following Amended Declarations as to limitations, restrictions and uses to which the property above described may be put which declaration shall constitute covenants to run with the land as provided herein.

A. All lots in the tract shall be not less than 1/3 of an acre in area and shall be known and described as residential lots, except areas specifically designated as commercial in said subdivision plat. No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height, nor shall any part thereof, except chimneys, exceed the height of 30 feet from the ground-foundation level.

Recorded SEP 14 1989 Filing No. 38734  
At 2:24 PM In Book WS Page 340  
Fee 10.00 Debra L. Ames, Rich County Recorder  
Requested By Bridgerland Village  
Homeowners' Assoc.

B. No building or dwelling shall be erected, placed, or altered at a cost in excess of \$500.00 on any building lot in this subdivision until the building plans, specifications and plot plans showing the location of such building or dwelling and the completion dates have been approved in writing as to conformity and harmony of external design and color with existing structures in the subdivision, and to location of the building with respect to topography and finished ground elevation, by a committee composed of: four (4) members of the Bridgerland Home Owner's Association Committee for this subdivision, or by a representative designated by said committee according to the rules and regulations of said committee. In the event of death or resignation of any member of said committee, the remaining members shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event a committee or its representative fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications, and plot plans have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee or its designated representatives shall be entitled to any compensation for services performed pursuant to these Covenants. The powers and duties of such committee and of its designated representative shall cease on and after July 21, 1999. Thereafter, the approval described in the Covenants shall not be required unless, prior to the said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee, for an additional 10 years.

C. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

D. Non-permanent type dwellings may be placed on residential lots to be used as a temporary residence for a period of two years from the date of purchase of lot, provided that all such non-permanent temporary residence structures or facilities shall be removed from the lot prior to the expiration of said period.

E. No cost restriction or minimum cost shall be placed on any dwelling placed on a residential lot, provided, however, that the ground floor area of the dwelling, exclusive of open porches and garages, shall not be less than 550 square feet.

F. An easement is reserved over the rear 10 feet of each lot for utility installation and maintenance, as shown on plot of subdivision.

G. Water furnished to owners of subdivision lots shall be used for culinary purposes only, and a violation of this paragraph shall subject such owner, in addition to any other remedy herein provided for breach of covenant or as provided for by law, to damages in the sum of \$50.00 per day hereby fixed as liquidated and agreed damages.

H. Not more than one residence shall be erected, constructed or placed, or allowed to remain, upon any lot. Every person acquiring legal or equitable title to any lot in the subdivision shall be a member of the Bridgerland Home Owner's Association, a Utah non-profit corporation organized to promote the community welfare of the subdivision and of the development and shall be entitled to one (1) share of stock in said Association for each lot for which legal or equitable title was acquired. Each lot owner covenants to be a shareholder of the Association and to promptly, fully and faithfully comply with and conform to the By-Laws of the Association and the rules and regulations from time to time prescribed thereunder by the Governing Board of said Association or its officers and to promptly pay in full all dues, fees or assessments levied by the said Association on lot owners. Transfer of title to a lot shall automatically transfer the shares of stock in the Association appurtenant to such lot to the transferee or transferee subject to payment of any transfer fee. The Bridgerland Village, Inc., shall be regarded as the owner of all unsold lots in the approved subdivision and shall be entitled to shares of stock in the Association based on said lots and shall have the full right to vote said shares.

I. Bridgerland Village Homeowner's Association shall maintain the roads, right-of-ways and easements within Plat A, Bridgerland Village Subdivision.

J. The Bridgerland Homeowner's Association Committee for this subdivision may modify and amend these Protective Covenants by a written instrument duly executed, acknowledged, and recorded, setting forth any such modification or amendment.

These covenants are to run with the land and shall be binding on the present owner or owners and all persons claiming under them until July 21, 1999, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of a majority of the Bridgerland Homeowner's Association Committee for the subdivision agree to change said Covenants in whole or in part.

If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning real property situated in said development or subdivisions to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from doing so, or to recover damages or other dues for such violations.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

BRIDGERLAND VILLAGE HOMEOWNER'S  
ASSOCIATION

By: Lee Gyllenskog  
Lee Gyllenskog, President  
Earl P. Duffin, Jr.  
Earl P. Duffin, Jr.,  
Vice-President

ATTEST:  
By: Loretta Fidler  
Loretta Fidler, Secretary

STATE OF UTAH )  
County of Rich ) :ss.

On the 14<sup>th</sup> day of Sept, 1989, personally appeared before me, Lee Gyllenskog, Earl P. Duffin, Jr. and Loretta Fidler, who being by me duly sworn, did say that they are the President, Vice-President and Secretary, respectively of the BRIDGERLAND VILLAGE HOMEOWNER'S ASSOCIATION and that the said instrument was signed in behalf of said corporation by authority of a resolution of the Board of Directors, and the aforesaid officers acknowledged to me that said corporation executed the same.

SUBSCRIBED AND SWORN to before me on this 14<sup>th</sup> day of Sept, 1989.

M. L. Spencer  
Notary Public

Commission expires: 7-24-91

Residing at: Jordan

wilson.protective