

## DECLARATION OF RESTRICTIVE COVENANTS

RECITES:

This Declaration of Restrictive Covenants made this 101<sup>st</sup> day of August, 1999, by Bridgerland Village, Inc., a Utah Corporation Owners of Real Property situated in the following described area, to wit:

All of Bridgerland Village, Plat E, Phase V, a subdivision as shown by the official plat thereof filed on the 25<sup>th</sup> day of August, 1999, as Filing No. 54452 in the office of the Recorder of Rich County, Utah,

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

A. All lots in the tract shall be not less than 1.00 acre in area and shall be known and described as residential lots, except areas specifically designated as commercial in said subdivision plat. No structures 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 35 feet from the ground level and shall be so arranged on the lot as to incur minimal disruption of natural land forms and vegetative cover.

B. No building or dwelling shall be erected, placed, or altered at a cost in excess of \$500.00 on any building plot in this subdivision until the building plans, specifications and plot plans showing the location of such building or dwelling and beginning and 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: three (3) 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 said Committee or its representative fails to approve or disapprove such design and location within thirty (30) days after said plans, specifications, and plot plats 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 1, 2025. Thereafter,

Received AUG 25 1999 Filing No. 54453

11. 4:25 A.M.M.J. 18 Page 415

Fee 16.00 Paid to the Rich County Recorder

Subscribed and sworn to before me on the 25<sup>th</sup> day of August, 1999, by Bridgerland Village, Inc.

Page 2

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 recorded owners of a majority of the lots in this subdivision and duly recorded appointing a representative or representatives, who shall thereafter exercise the same owners previously exercised by said Committee, for an additional 10 years.

C. No building shall be located nearer than 30 feet to the front lot line or nearer than 25 feet to any side street line. No building except a detached garage or other out-building located 60 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line. Prior to the construction of any dwelling on a lot, the owner must obtain written approval from the Bear River District Sanitarian or his successor of the waste water disposal system for that dwelling on a lot, the owner must obtain written approval from the Bear River District Sanitarian or his successor of the waste water disposal system for that dwelling, that the said system complies with the requirements of the Utah State Division of Health and Bear River District Board of Health. Prior to this approval, the said sanitarian may require an individual percolation test to determine the type of system to be used for each dwelling.

D. No residential structure shall be erected or placed on any building plot which has an area of less than 1.00 acres.

E. No noxious, 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.

F. Mobile homes, trailers, temporary houses, tenets, and similar structures and vehicles may not be placed on or erected upon any lot except that temporary structures may be placed on a lot for use in connection with the construction of permanent structures on said lot during the period of construction only.

G. 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 650 square feet.

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

I. Water shall be furnished to owners of subdivision lots by Bridgerland Water Company, Inc., within two years after the subdivision filing and shall be maintained at an adequate supply in perpetuity. This water shall be used by the owner 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 by law, to damages in the sum of \$50.00 per day hereby fixed as liquidated and agreed damages.

J. Bridgerland Village, Inc., shall complete construction of all roadways and surface drainage improvements and provide electrical power to each lot within two years of subdivision filing.

K. 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 become a member of the Bridgerland Village Home Owners 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 transferees 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 of vote said shares.

L. Bridgerland Village, Inc., shall convey ownership of roadways to the Bridgerland Village Homeowner's Association when completed which Bridgerland Village Homeowner's shall accept and maintain.

M. 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 1, 2025, 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 this subdivision agree to change said Covenants in whole or in part.

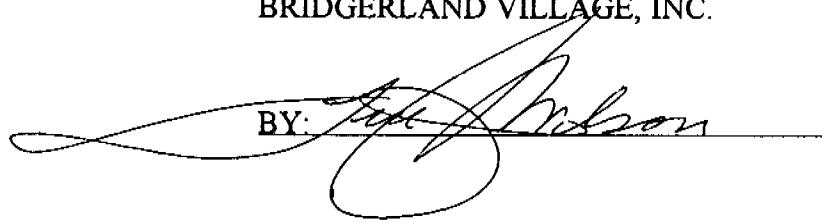
If the parties hereto, or any of them or their heirs or assigns shall violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situated in said development or subdivisions to prosecute any proceedings at law or in equity against the

Page 4

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, INC.

BY: 

ATTEST:

BY: 

STATE OF UTAH )  
County of (Kane) )  
SS

On the 10 day of Aug  
A.D. 1999, personally appeared before me,

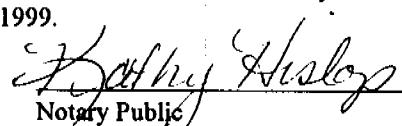
TED J. WILSON AND DIXIE WILSON

who, being by me duly sworn, did say that they are the

PRESIDENT AND SECRETARY

respectively of the BRIDGERLAND VILLAGE, INC.  
and that the said instrument was signed in behalf of said  
corporation by authority of a resolution of its Board of  
Directors, and the aforesaid officers acknowledged to me  
that said corporation executed the same.

Subscribed and sworn to before me this 10th day of  
August A.D. 1999.

  
Notary Public

Commission expires:  
Residing in:

