

AMENDED DECLARATION OF RESTRICTIVE COVENANTS

Bridgerland Village Homeowners Association, Inc.

Revised 10-01-09

:This Amended Declaration of Restrictive Covenants made this 2nd day of November, 2009, as approved and authorized by the requisite number of individual owners of the Real Property situated in the following described area, to wit:

All of Bridgerland Village, Plats A, B, C, CC, D, E, F, G, all phases, a subdivision as shown by the official plats thereof filed on various dates, in the office of the Recorder, Rich County, Utah as follows:

Plat	Phase	Book	Page	Number	
A		W5	340	38734	
B		O2	499	F15,859	Recorded NOV 13 2009 Filing No. 78630
C		G3	413	F20,572	At 11:13 AM/PM in Book X10 Page 927
CC		E4	378	26,599	Fee \$21.00 Debra L. Ames Rich County Recorder
D		X3	285	24,665	
E	I	D7	312	47,323	Requested by <u>Loretta Fidler, Secretary</u>
E	II	Q7	134	50,189	
E	III	I-7	450	48,530	
E	IV	Y7	384	52,167	
E	V	I-8	415	54,453	
F	I	G9	241	59,033	
F	II	S9	910	61,721	
F	III	X9	514	63,719	
F	IV	X9	518	63,721	
G	I	F10	412	68,760	
G	II	F10	416	68,762	
G	III	F10	420	68,764	

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 Bridgerland Village shall be not less than one acre, except for lots in Plat A, which may not be less than 1/3rd acre, lots in Plat CC, which may not be less than 1/2 acre, and Lot 54 in Plat D, which shall be .85 acre, and shall be known and described as residential lots, except areas specifically designated as commercial in said subdivision plats. No more than one residence shall be erected, altered, placed or permitted to remain on any residential building plot. This residence shall be a single-family dwelling, 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 in excess of 120 square feet on any out-building in Bridgerland Village 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 BLVHO

committee or by a representative designated by said Board according to the rules and regulations of said Committee.

In the event of death or resignation of any member of said Board, 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.

No officer or Director of BLVHO can be compensated without a majority vote (51%) of the membership of BLVHO at an annual or special meeting.

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 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 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 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. There shall be no parking on any of Bridgerland Village roads because of safety issues. Parking lots have been provided..

Rentals within Bridgerland Village: Each rental must be under a written lease agreement which includes a stipulation that the renter understands the provisions of the governing documents (Covenants and Restrictions and the By Laws), agrees to be bound by them, and that the lease may be terminated by the owner of the property if these provisions are violated. All lease agreements must be accompanied by a License to Rent from the town of Garden City. No short-term rentals are allowed. A short-term rental is defined as renting a home for any period of less than 30 days.

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

F. 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 750 square feet.

G. An easement is reserved over the front and rear 10 feet of each lot, and where side easements are indicated for utility installation and maintenance, as shown on the recorded plat of the subdivision.

H. 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.

I. 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.

J. 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 Homeowners Association, Inc., (BLVHO) a Utah non-profit corporation organized to promote the community welfare of the subdivision. Members shall be entitled to one vote per lot for each lot legally owned in Bridgerland Village. Each lot owner covenants to be a member of BLVHO and to promptly, fully and faithfully comply with and conform to the By-Laws of BLVHO and the rules and regulations from time to time prescribed thereunder by the Governing Board of said Association. All dues, fees or assessments on lot owners levied by the said Association must be paid promptly and in full. Transfer of title to a lot shall automatically transfer the voting interest in the Association appurtenant to such lot to the transferee or transferees subject to payment of any transfer fee and dues are current and paid in full.

The Bridgerland Village, Inc. shall be regarded as the owner of all unsold lots in the approved subdivision and shall be entitled to one vote per lot in the Association based on said lots and shall have the full right to vote said lot.

K. Bridgerland Village, Inc. shall convey ownership of roadways to the Bridgerland Village Homeowners Association when completed which Bridgerland Village Homeowners Association shall accept and maintain.

L. The Bridgerland Homeowners Association may modify and amend these protective covenants by a written instrument duly executed, acknowledged, which has been approved by a majority of the membership, and recorded, setting forth any such modification or amendment.

M. Liability and Indemnification of Board: No member of the Board shall be liable to the Lot Owners for any mistake of judgment, for negligence, or on other grounds, other than gross negligence or intentional misconduct. The Lot Owners shall indemnify and hold harmless each member of the Board from and against all liability to third parties arising out of any contract made by the Board on behalf of the Owners. In cases of conflict with a Board decision, mediation between the two parties must first be used to solve differences before any litigation can be commenced. The Association shall be entitled to attorney fees and related costs actually and reasonably incurred.

N. These covenants are to run with the land and shall be binding on the present owner or owners and all persons claiming under them. 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 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.

The foregoing CC&Rs were adopted by a
majority vote of BLVHO on the 2nd
day of November, 2009.

Loretta J. Fidler, Secretary

STATE OF UTAH *Rich*
COUNTY OF: *Rich*
ON THE 13th DAY OF November
PERSONALLY APPEARED BEFORE ME
Loretta J. Fidler SIGNER(S) OF THE ABOVE
INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT
HE/SHE/ THEY EXECUTED THE SAME
Heather Brown
NOTARY PUBLIC

