

Clear Creek Estates Restrictive Covenants

Ent 887196 Bk 1347 Pg 478
Date 7-Apr-2005 11:39AM Fee \$60.00
Michael Gleed, Rec. - Filed By AM
Cache County, UT
For CACHE TITLE COMPANY

DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY INCLUDING RIGHTS OF REPURCHASE

The undersigned, Bridgerland Investment Group, LLC., a Utah limited liability company, Aaron Quiggle, Kenzee Quiggle, Larry Pulsipher, and Jana Pulsipher, Jeff Needham and Candice Needham, James W. Bradley and Joan Bradley, Ben R. Andersen, Kirk C. Earl and Rebecca A. Earl, Matt A. Barton and Jennifer L. Barton, more particularly described on Exhibit "A" attached hereto and hereby incorporated by reference herein, do hereby make this Declaration of Protective Covenants, Agreements, Restrictions and Conditions as follows:

GENERAL TERMS

1. MUTUAL AND RECIPROCAL BENEFITS, ETC.

All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual reciprocal benefit of each and every Lot created on above described property and shall be intended to create mutual and equitable servitudes upon said Lots of each other Lot created on the aforesaid property, and to create reciprocal rights and obligations between the respective Owners of all of the Lots so created and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and operate as covenants running with the land for the benefit of all other Lots in said tract. Bridgerland Investment Group, LLC, reserves the right to add additional properties to Exhibit "A" as long as those properties are contiguous to the existing parcel.

2. ACCEPTANCE OF RESTRICTIONS

All purchasers of Lots, by acceptance of contracts or deeds for any Lot or Lots shown thereon, or any portion thereof shall be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants, and arrangements set forth herein, and agree to follow these covenants fully.

3. TERMS OF RESTRICTIONS.

Each and all said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the last day of January 2014, upon which date the same shall be automatically continued for successive periods of ten (10) years each, unless it is agreed by the vote of the then record members of a majority of the

Lots to terminate and do away with the same; provided, however, that any time after January 1, 2014 these restrictions, conditions, covenants and agreements may be altered or modified by the vote of the then record Owners of a majority of the Lots. In voting each Lot, the owners of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such Owners and recorded in the County Recorder Office of Cache County, Utah.

4. EASEMENTS.

Easements and Rights of Way shall be reserved to Bridgerland Investment Group, LLC, successors and assigns, in and over said real property, for the erection, construction and maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from said Lots, gas, electricity, power, water, telephone and telegraph services, and sewage as are shown on said plat map and Bridgerland Investment Group, LLC, its successors and assigns, shall have the right to reserve any further necessary easements in contracts and deeds, to any or all of the Lots shown on said map. No structure of any kind shall be erected over any of such easements, except upon written permission of Bridgerland Investment Group, LLC, their successors or assigns. All existing drainage facilities and other improvements may not be interrupted and must be maintained.

II. RESTRICTIONS ON IMPROVEMENTS

1. INTENT OF RESTRICTIONS ON IMPROVEMENTS.

It is the intent of these covenants to restrict the design, materials used, and the landscaping of improvements only to the extent necessary to insure quality in external appearance and maintain property values on a long-term basis.

2. ARCHITECTURAL REVIEW COMMITTEE.

Bridgerland Investment Group, LLC appoints an Architectural Review Committee, which shall consist of Anthony Wiser, Jared Wiser, and Wayne Pulsipher. The functions of the Committee will be to review and approve improvements plans of Owners, consistent with the intent of these covenants. No structures, residences, outbuildings, tennis courts, swimming pools, walls, fences or other improvements shall be constructed upon any Lot without following the Architectural Review Committee process. This Committee will appoint the Bridgerland Investment Group, LLC to be involved in this review process until such time as all of the lots have been sold and developed. At such time, Bridgerland Investment Group, LLC, their successors and assigns and their assigned agents will be released from further involvement with the Architectural Review Committee. The Lot Owners, at such time may nominate members to serve as a new committee by majority vote. In voting, each Lot Owner of record shall be entitled to one vote, and the action resulting from such vote is to be evidenced by a written instrument signed and acknowledged by such Lot Owners and recorded in the County Recorder's Office of Cache County, Utah. The new committee shall consist of Lot Owners or their agents as directed by majority vote of the Lot Owners.

The purpose of the Architectural Review Committee is to determine that the structures are in conformity and harmony in external design with the existing structures and development of the area, and as to location of buildings with respect to topography and finish ground elevations as well as the Nibley City subdivision ordinance and Article III. For this reason the Architectural Committee is given the general power to review building designs generally and may specifically disapprove of the design because of a lack of general harmony with the development of the area. In the event such disapproval occurs it must be in writing and specifically state the basis of the disagreement.

3. REVIEW PROCESS.

- a. **Preliminary Submission:** This submission to the Committee is required. This submission should include a rough layout drawn to scale, showing proposed improvements, including but not limited to, building design and location, driveways, outbuildings, and patios. The architecture at this stage could be conceptual, showing elevations and floor plans with basic dimensions. Information as to colors and materials to be used could also be included. If the proposed improvements are not satisfactory to the Committee, a meeting with the Owner and/or his designer will be called to discuss possible changes for the final submission.
- b. **Final Submission:** This submission is also required and must be a detailed description of proposed improvements. This site plan should be drawn to scale of at least 1"=20', should show proposed grading at no more than two foot intervals with spot elevations for clarifications when necessary and should give detailed and accurate information concerning colors and materials to be used. If no action is taken by the Architectural Review Committee within twenty-five (25) days of the date of the final submission, the Owners will have the right to proceed with construction as proposed, providing they notify the committee of their intent in writing.
- c. **Committee's Right to Stop Construction:** The Committee reserves the right to stop construction on any residence which does not conform to approved drawing bearing its approval.

4. COMPLETION OF RESIDENCE

Completion of residence: Erection of a residence must begin within two years of the purchase of the said Lot and shall be completed within a one year period from beginning date of construction. Once the construction of any residence or the structure other than fencing is begun, work thereon must progress diligently and must be completed within 12 months. If Completion does not occur within three years as herein provided then Bridgerland Investment Group, LLC is granted the Rights of Repurchase stated hereinafter.

III. SPECIFIC RESTRICTIONS.

1. TYPE OF STRUCTURES.

No building other than one single family dwelling and appropriate out buildings shall be erected on any of said Lots. Any structures constructed on any of said Lots shall be used only as a single-family dwelling or appurtenant out buildings.

2. ARCHITECTURAL CONTROLS.

- a. Private Residences: Said lots shall be used for private residences only.
- b. Roofs: All roofing shall be split cedar shakes, wood shingles, asphalt shingles, or tile roofs. Tin roofs or other metal roofs will only be approved with special written permission of the Architectural Control Committee. The pitch on the roof shall meet or exceed 8:12 on all homes except with special written permission or 6:12 pitch on two story homes. A two story home is defined as two levels above grade. Split level homes shall not be considered two story.
- c. Siding: The exterior shall be constructed of a durable material aesthetically compatible with the building style. Siding other than brick, rock, stucco, or vinyl siding with a thickness of .044 mm or thicker is generally not acceptable and there must be a minimum four foot brick or stone wainscot at front of house parallel to street or equivalent amount on front of structure.
- d. Mail box: A brick or stone mailbox column matching wainscot on house must be built in the park strip and location coordinated with Post Office. If lot is in a cul-de-sac, a brick or stone newspaper column must be built in the park strip and location may be chosen by owner. If lot is a corner lot at the entrance to a cul-de-sac, mailboxes will be provided by developer for all lots in the cul-de-sac and owner of corner lot shall provide brick column around mailboxes to match house.
- e. Garages: Each residence shall be constructed with an attached 2-car garage with a minimum of 400 square feet.
- f. Residence Size: The residence to be built shall be of a minimum size of 1300 square feet on main level if home has more than one level. On a split level home, the two upper levels shall be considered the main level and must have at least one additional level of 600 square feet. If the home is only one level, the home must have a minimum of 1900 square feet. Bonus rooms in attic trusses shall not be considered as part of the required square footage.
- g. Fencing: Location of any fences must be submitted to the Architectural Review Committee as described above before

construction may begin and must be consistent with Nibley City ordinances. Once fence construction has begun, the fence must be fully completed within sixty days. Fence materials may be white vinyl or white vinyl at front fence parallel to street and black chain link behind front fence. Other fencing materials will require special written permission.

- h. Signs: Except during construction, no sign shall be displayed on any of said Lots except as follows: the name and business name of an authorized home business may be displayed at any house upon a sign not exceeding 200 square inches in size. The sign shall not be illuminated. There may also be displayed a sign of the same size advertising the fact that said parcel or said dwelling house is for sale or to let or lease.
- i. Standards: The Architectural Review Committee reserves the right to disapprove of designs, depictions, colors, statues, or any other landscaping elements, etc., which are unusual or which may detract from the ongoing family neighborhood image of the area.
- j. Car repairs: No car under repair or needing repair or which would be considered a junk vehicle or salvage vehicle shall be kept outside of an enclosed garage or in the back yard and concealed from all sides by full privacy fencing. In this determination, a vehicle which is unlicensed or which has not been moved for fifteen days or more shall be presumptively prohibited. The Architectural Review Committee has discretion to determine which of such automobiles are junk or salvage vehicles and to direct either their removal or relocation inside garages or behind fully concealed back yards.
- k. Animals: The animal ordinance of Nibley City is hereby incorporated as a part of these covenants and a failure to follow the same shall be considered a breach hereof.
- l. Landscaping: All landscaping must be completed within 90 days after construction of the residence is completed, weather permitting. If completion is delayed by weather, then landscaping must be completed as soon as possible. A minimum of a sprinkler system and grass in the park strip along the road and the entire front yard must be installed within the allotted time. Each owner shall install and maintain three street trees installed in a line in the park strip along the street. The Architectural Review Committee will designate a uniform tree for planting in the park strip. At the front of each house, the minimum grade shall not be more than 3'6" from the top of the foundation.

3. MAINTENANCE OF LOT.

Buildings, outbuildings, fences, landscaping and other improvements shall be continuously maintained to preserve a well kept appearance. If the appearance of a lot falls below reasonable levels, the Architectural Review Committee, or other committee appointed by Lot Owners as provided for above, shall so notify the Owner in writing and the Owner shall have thirty

days thereafter to restore the property to an acceptable level of maintenance. Should the Owner fail to do so, the Architectural Review Committee or the other committee may order the necessary work performed at the Owner's expense. No rubbish shall be stored or allowed to accumulate on Lots. Personal property of the Lot Owner in the process of being repaired shall not be left in the visible sight of neighbors for more than thirty days, unless repairs occur. No excavation for stone, gravel or earth shall be made on Lots, unless such excavation is made in connection with the erection of a building or structure thereon. The Owners of all Lots shall immediately upon the purchase of any Lot, maintain and control all weeds on the said Lot. If, in the opinion of the Committee, a weed control program is needed, then the Committee shall have all necessary weed control work completed. The Committee shall thereupon bill the Owners of the Lot for the costs of having the weed control work done on their Lot and the Owner shall pay to the Committee at the address designated on the statement, the sum so billed, within thirty days from the date of said billing.

The lots that are adjacent to the creek will be responsible for maintenance of that area to the center of the creek.

IV. REPURCHASE RIGHTS.

In the event a purchaser of a Lot deems it necessary to resell the Lot without starting a residence or completing a residence, or fails to start or complete a residence timely as set forth in Article II, paragraph 4, then Bridgerland Investment Group, LLC, its successors or assigns shall have Option to Repurchase as hereinafter described.

OPTION TO REPURCHASE.

Bridgerland Investment Group, LLC, shall have right of First Option to buy the said Lot from said purchaser at the original purchase price plus interest thereon at six percent (6%) per annum from the date of purchase. Before reselling a Lot, the Owner of a Lot shall give Bridgerland Investment Group, LLC fifteen (15) days notice in which to exercise this Option. If Bridgerland Investment Group, LLC notifies the Owner within that fifteen (15) day period that it desires to exercise the Option then it shall have another thirty (30) days in which to tender the funds. Upon receipt of such funds the Owner shall deliver a Warranty Deed and Title Insurance proving the property is free and clear of any encumbrances.

V. VIOLATION, ACCEPTANCE, AND INVALIDITY OF RESTRICTIONS.

Violations of any of the restrictions, conditions, covenants, or agreements herein contained, shall give Bridgerland Investment Group, LLC, its successors and assigns, the right to enter upon the property where said violation or breach exists, and to summarily

abate and remove at the expense of the Owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof, without being deemed guilty of trespass. The result of every action or omission whereby any restrictions, condition, covenant, or agreement is violated, in whole or in part is hereby declared to be and constituted a nuisance and every remedy allowed by law against such result. Such a remedy shall be deemed cumulative and not exclusive. Any party deemed or found to be in violation of these Restrictive Covenants shall pay the cost of enforcing the same including all court costs and attorneys fees so incurred.

It is expressly agreed that in the event any covenant or condition or restriction hereinabove contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way affect any valid covenant, condition or restriction.

DATED June, 24, 2004

BRIDGERLAND INVESTMENT GROUP, LLC
A Utah limited liability company

BY: Wayne Pulsipher
WAYNE PULSIPHER, Member

Jared Wisner
JARED WISER, Member

STATE OF UTAH)
: ss.
County of Cache)

On the 24 day of June 2004, personally appeared before me WAYNE PULSIPHER, member of BRIDGERLAND INVESTMENT GROUP, LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same.



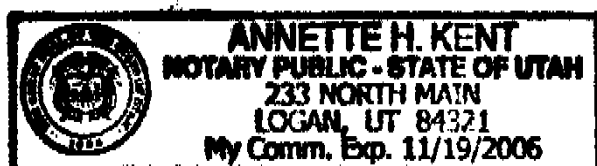
Annette H Kent

NOTARY PUBLIC

STATE OF UTAH)
: ss.
County of Cache)

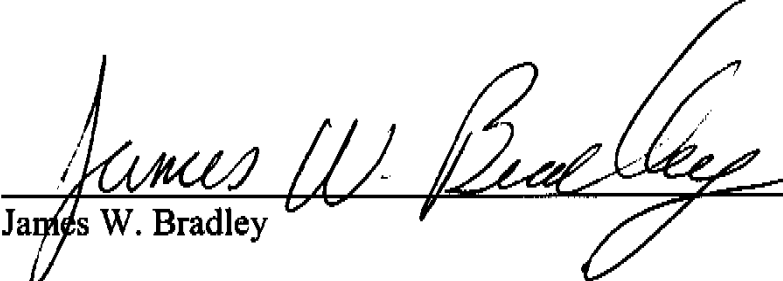
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On the 24 day of June 2004, personally appeared before me JARED WISER, member of BRIDGERLAND INVESTMENT GROUP, LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same.




Annette H Kent


NOTARY PUBLIC


James W. Bradley


JEFF NEEDHAM

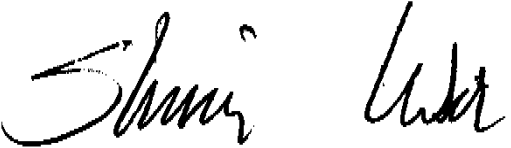

Joan Bradley

CANDICE NEEDHAM

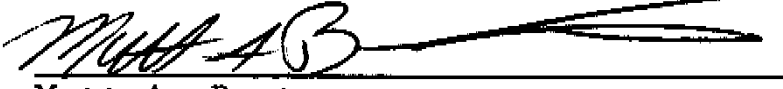

Ben R. Andersen


A & A WISER CONSTRUCTION, INC.

Kirk C. Earl


SHERWIN WISER

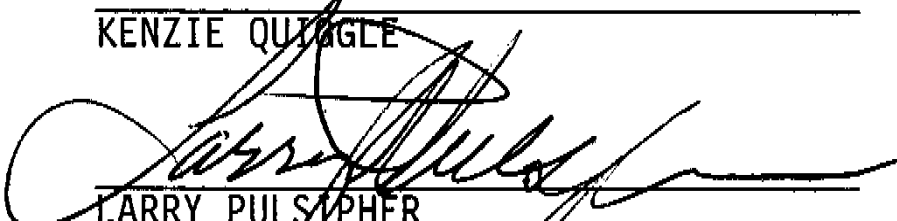
Rebecca A. Earl


Matt A. Barton


Jennifer L. Barton

AARON QUIGGLE

KENZIE QUIGGLE


LARRY PULSIPHER


JANA L. PULSIPHER

STATE OF UTAH)
: ss.
County of Cache)

On the 21st day of December 2004, personally appeared before me LARRY W. PULSIPHER, the signer of the within instrument, who duly acknowledged to me that he executed the same.



Kristen Crockett
NOTARY PUBLIC

STATE OF UTAH)
: ss.
County of Cache)

On the 20th day of December 2004, personally appeared before me JANA PULSIPHER, the signer of the within instrument, who duly acknowledged to me that she executed the same.



Kristen Crockett
NOTARY PUBLIC

STATE OF UTAH)
: ss.
County of Cache)

On the _____ day of _____ 2004, personally appeared before me Aaron Quiggle, the signer of the within instrument, who duly acknowledged to me that he executed the same.

NOTARY PUBLIC

STATE OF UTAH)
: ss.
County of Cache)

On the _____ day of _____ 2004, personally appeared before me Kenzee Quiggle, the signer of the within instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of Cache)

On the _____ day of _____ 2004, personally appeared before me Jeff Needham and Candice Needham, the signer of the within instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of Cache)

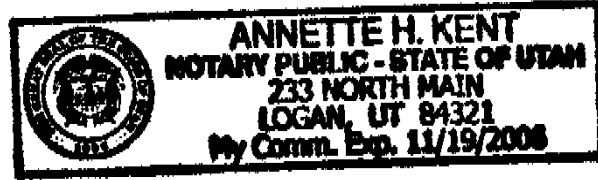
On the 24th day of June 2004, personally appeared before me James W. Bradley and Joan Bradley, the signer of the within instrument, who duly acknowledged to me that she executed the same.



NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of Cache)

On the 22 day of ~~June~~^{Sept} 2004, personally appeared before me Ben R. Andresen, the signer of the within instrument, who duly acknowledged to me that she executed the same.



Annette H Kent

NOTARY PUBLIC

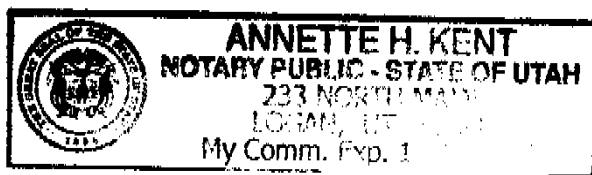
STATE OF UTAH)
 : ss.
County of Cache)

On the _____ day of ~~June~~ 2004, personally appeared before me Kirk C. Earl and Rebecca A. Earl, the signer of the within instrument, who duly acknowledged to me that she executed the same.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of Cache)

On the 23 day of ~~June~~^{Nov} 2004, personally appeared before me Matt A. Barton and Jennifer L. Barton, the signer of the within instrument, who duly acknowledged to me that she executed the same.



Annette H Kent

NOTARY PUBLIC

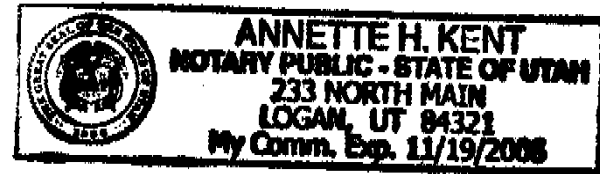
STATE OF UTAH)
 SS.
COUNTY OF Cache)

On the 18th day of February, 2005, Personally appeared before me AARON WISER, known to be the President of A & A WISER CONSTRUCTION, INC., authorized agent for the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned and on oath states that he was authorized to executed the instrument and that the seal affixed is the corporate seal of the corporation.

Annette H Kent
NOTARY PUBLIC

Commission Expires: 11/19/2006

Residing at: Logan, UT



STATE OF UTAH)
 SS.
COUNTY OF Cache)

On this day personally appeared before me SHERWIN WISER to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 17th day of December, 2004.

Annette H Kent
Notary Public

Residing at: Logan, UT

Commission Expires: 11/19/2006

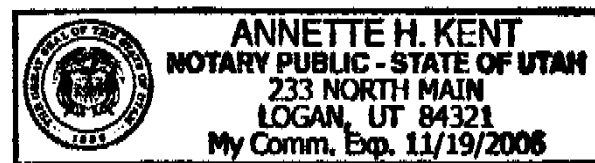


EXHIBIT "A"

Lots 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 32, 33, 41, 42, 43, 44, CLEAR CREEK SUBDIVISION, PHASE 2, as shown by the official plat thereof filed April 14, 2004, as Filing No. 859142 in the office of the Recorder of Cache County, Utah.

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