

PROTECTIVE COVENANTS

Ted J. Wilson and Dixie Wilson, doing business as Bridgerland Investment and Development Company,

Owners

to

Whom It May Concern

Recites:

We, Ted J. Wilson and Dixie Wilson, doing business as Bridgerland Investment and Development Company, the undersigned owners of the real property situate in the following described area, to-wit:

All of Bridgerland Village, Plat "A", a subdivision, as shown by the official plat thereof filed on the

20 day of July 1970, Filing No. F11,848 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 all season residential and recreational area, and in consideration of our mutual interest as owners of real estate in said subdivision, do 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 1/3 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.

B. No building or dwelling shall be erected, placed, or altered on any building plot in this subdivision until the building plans,

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At 2:35 PM In Book F1 Page 196
Fee \$5.00 Zeren B. Jessop, Rich County Recorder

196

specifications, and plot plans showing the location of such building or dwelling 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: (1) Ted J. Wilson, 380 West 6th North Logan, Utah 84321, and (2) Dixie Wilson, 380 West 6th North, Logan, Utah 84321, or by a representative designated by said committee. In the event of the death or resignation of any member of said committee, the remaining member 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 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 1, 1980. Thereafter, the approval described in the Covenants shall not be required unless, prior to 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.

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 outbuilding located 60 feet or more from the front lot line shall be located nearer than 10 feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot which has an area of less than 14,520 square feet.

E. 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.

F. 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.

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 550 square feet.

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

I. 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,

J. Not more than one residence shall be erected, constructed, or placed, or allowed to remain, upon any lot.

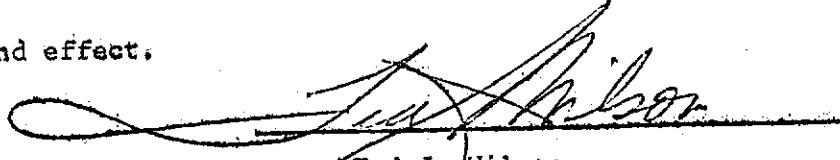
K. The owners of a majority of the residential lots in this subdivision may modify and amend these protective covenants by a written instrument duly executed, acknowledged, and recorded, setting forth any such modification or amendment.

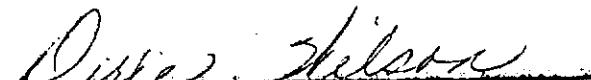
These covenants are to run with the land shall be binding on the present owner or owners and all persons claiming under them until July 1, 1980, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of a majority of the then owners of the lots it is agreed 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 other person or persons owning any real property situated in said development or subdivisions to prosecute any pro-

ceedings 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 so doing 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 ways affect any of the other provisions which shall remain in full force and effect.


Ted J. Wilson

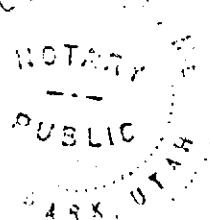

Dixie Wilson

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH
ss
County of Cache

On the twenty-sixth day of June A.D. 1970, personally appeared before me TED J. WILSON and DIXIE WILSON

the signers of the within instrument, who duly acknowledged to me that they executed the same.




S. C. Lamb
Notary Public
Commission expires: 22 May 1973
Residing in: Hyde Park, Utah