

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. F11,847, 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, 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 line of 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 or less than 14,250 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 of 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 lawfully for any person or persons owning any real property situated in said development or subdivision 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 so doing or to recover damages or other dues for such violations.

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

Signed by: TED J. WILSON

Signed by: 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.

Signed by: HELEN C. LAMB
NOTARY PUBLIC

Commission expires: 22 May 1973

Residing in: Hyde Park, Utah

Recorded June 20, 1970 as Filing No. F11,848 in Book F2 at Page 196 at 2:35 p.m. in the office of the Recorder of Rich County, Utah. _

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.

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 of 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 subdivision 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: _____ (signed)
Lee Gyllenskog, President

_____ (signed)
Earl P. Duffin, Jr.,
Vice-President

ATTESTS:

By: _____ (signed)
Loretta Fidler, Secretary

STATE OF UTAH)
 ss.
COUNTY OF RICH)

On the 14th day of September, 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 14th day of September, 1989.

(signed)
Notary Public
Commission expires: 7-14-91
Residing at: Garden City, Utah

Recorded September 14, 1989 as
Filing No. 38734, in Book W5, at
Page 340, in the office of the
Recorder of Rich County, Utah.

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
C		G3	413	F20,572
CC		E4	378	26,599
D		X3	285	24,665
E	I	D7	312	47,323
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

Recorded NOV 13 2009 Filing No. 78630

At 11:13 AM/PM In Book X10 Page 927

Fee 121.00 Debra L. Ames Rich County Recorder

Requested by Loretta Fidler, Secretary

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 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.

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
COUNTY OF: Rich
ON THE 2th 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

