

PROTECTIVE COVENANTS FOR
BLOOMINGTON HILLS NO. 9 SUBDIVISION
WASHINGTON COUNTY, UTAH

KNOW ALL MEN BY THESE PRESENTS: That Terracor, a Utah Corporation, hereinafter referred to as the "Developer" is the owner of the following described property, hereinafter referred to as the "property", located in Washington County, State of Utah, to-wit:

"Bloomington Hills" No. 9 Subdivision, according to the official plat thereof on file in the Office of the Washington County Recorder;

and it is the intention of the Developer to include all of the legally described property in said plat, to divide said property into lots and blocks as shown on said plat, and to donate the streets shown on said plat to the public. The easements indicated on said plat are hereby perpetually reserved for public utilities and for any other uses as designated thereon, and no structures other than for such utility or other indicated purposes are to be erected within the lines of said easements.

NOW, THEREFORE, said Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the property, and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of said property and every lot, part or portion thereof. The acceptance of any deed to or conveyance of any lot, part or portion of the said property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors and assigns, shall constitute their covenant and agreement with the Developer and with each other to accept, hold, use and convey the property described and conveyed in or by such deed or conveyance subject to said restrictions, covenants and conditions as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USE AND BUILDING TYPE: No Lot, part or portion of the property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted on any such lot, part or portion other than one detached single family dwelling not to exceed two stories in height and a private garage for not more than three (3) cars. "Family" is defined to mean persons related by blood or marriage, by legal adoption, or by operation of law.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot, part or portion of the property until the construction plans and specifications and a site plan showing the location of the structure and the grading of the lot have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any such lot, part or portion nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Section 6, Article II of these covenants.

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Washington County Recorder, By Deputy

3. **BUILDING LOCATION:** No building shall be located on any lot nearer to the front lot line than twenty-five (25) feet therefrom, measured to the foundation of such building; nor nearer than ten (10) feet to the rear lot line; nor nearer than ten (10) feet to a side lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as part of a building for the purpose of determining such distances; provided, however, that this shall not be construed to permit any portion of a building, including such eaves, steps or open porch, to encroach upon another lot.

4. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

5. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, part or portion of the property nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.

6. **TEMPORARY AND OTHER STRUCTURES:** No structures of a temporary nature, trailer, basement house, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence either temporarily or permanently, nor shall said structures be permitted on said property at any time. No old or second-hand structures shall be moved onto any of said property it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivisions, shall be new construction of good quality workmanship and materials.

7. **SIGNS:** No billboard of any character shall be erected, posted, painted or displayed upon or about any of the property. No sign of any kind, except signs used by the Developer or by a builder to advertise the property during the construction and sales period, shall be displayed to the public view on any lot, part or portion of the property without the prior approval of the Architectural Control Committee and said Committee shall have the right to remove or cause the removal of any signs erected and displayed without said prior approval.

8. **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, part or portion of the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any such lot, part or portion of the property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any such lot part or portion.

9. **LIVESTOCK, POULTRY, AGRICULTURE:** No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, part or portion of the property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Such animals as are permitted shall be strictly controlled and kept pursuant to County ordinances.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot, part or portion of the property, shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. No rubbish, trash, papers, junk or debris shall be burned upon the property except that trash may be burned inside homes that are properly equipped with inside incinerator units.

11. **WATER SUPPLY:** No individual water supply system shall be used or permitted to be used on any lot, part or portion of the property unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department. Approval of such system as installed shall be obtained from such authority.

12. **SEWAGE DISPOSAL:** No individual sewage disposal system shall be permitted on any lot, part or portion of the property unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State Health Department. Approval of such system as installed shall be obtained from such authority.

13. **SIGHT DISTANCE AT INTERSECTIONS:** No structure, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. **LANDSCAPING:** Within twelve (12) months of the beginning of construction of any home upon the property, the homeowner must have substantially completed the landscaping of his lot, part or portion of the property. Such landscaping shall include, but not be limited to the preparation for and planting of lawn, grass or other appropriate ground cover, appropriate shrubbery, and the planting of at least one (1) tree in the front yard; provided, that no more than two thousand (2,000) square feet of landscaping requiring irrigation shall be maintained on any lot, part or portion of the property. Should any homeowner fail to comply with the provisions of this section, the Architectural Control Committee shall have power to obtain an order from a court of proper jurisdiction requiring specific performance, or alternatively, may complete the landscaping and require the homeowner to pay a reasonable amount for such completion and the amount owing shall constitute a lien on the homeowner's lot, part, portion and home, and shall also be a personal obligation of said homeowner until such payment is made.

No healthy tree shall be removed from any lot, part or portion of the property without approval of the Architectural Control Committee and upon approval and/or completion of the landscaping plan pursuant to this section, no healthy tree shall be removed, nor shall other major changes be made without approval of the Architectural Control Committee. However, notwithstanding this section, all diseased trees must be removed by the homeowner within one hundred-twenty (120) days after the diseased condition is discovered or after receipt of notification demanding the removal thereof issued by the Architectural Control Committee. All diseased and other trees removed from any lot, part or portion shall be replaced by the homeowner by the planting of an equivalent number of trees of the same species upon his lot, part or portion of the property.

All trees planted by the homeowner pursuant to the requirements of this paragraph shall be of a minimum size of two and one-half inches (2 1/2") caliper measured at a point one foot (1') above ground level.

15. **DWELLING CONSTRUCTION AND FENCE RESTRICTIONS:** In order to promote a harmonious community development and protect the character of the neighborhood, the following guidelines are set out:

152932

(A) Dwelling style, design, alterations or additions will conform to standards established by the Architectural Control Committee.

(B) Exterior construction materials will be limited to stone, stone veneer, brick or brick veneer, rough sawn or resawn wood siding, stucco or other materials approved for use by the Architectural Control Committee, and shall be in earth tones and materials indigenous to the area. Specifications regarding the color, texture, finish and quality for the above will be posted and made available by the Architectural Control Committee.

(C) All storage or utility buildings, garbage and refuse containers, air conditioning equipment and utility pipes, etc., shall be placed at the rear of the dwelling and located on the site in such a manner as not to be conspicuous from the frontage street.

(D) Any light used to illuminate garages, patios, parking areas or for any other purposes, shall be so arranged as to reflect light away from adjacent residences and away from the vision of passing motorists.

(E) Fences. 1. Materials: Fences or walls shall be of wood, brick, stone or other materials approved by the Architectural Control Committee. No fences or walls of chain link, wire mesh or unpainted concrete block shall be allowed;

2. Height: Fences, walls or hedges shall not exceed six feet in height and shall not extend beyond the front yard set back at any point.

16. ANTENNAS: No television, radio or other external antennas shall be erected, placed or maintained upon any of the property, or upon any building constructed thereon, without the prior approval of the Architectural Control Committee, and said Committee shall have the right to remove or cause the removal of any antennas erected, placed or maintained without said prior approval.

ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF RESTRICTIONS: The restrictions, covenants and conditions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time said restrictions, covenants and conditions shall be automatically extended for successive periods of twenty (20) years. The restrictions, covenants and conditions of this Declaration may be amended at any time by a recorded instrument signed by not less than seventy-five per cent (75%) of the lot owners having an interest in any lot, part or portion of the property subject to this Declaration, provided that thirty (30) days written notice of any such proposed amendment shall have first been sent to every owner of any lot, part or portion of the property.

2. CONSTRUCTION AND SEVERABILITY: All of said restrictions, covenants and conditions contained in this Declaration shall be construed together. Invalidity of any one of said restrictions, covenants or conditions, or any part thereof, shall in no wise affect the legal force or effect of any of the remaining restrictions, covenants or conditions, or parts thereof.

3. VIOLATION CONSTITUTES NUISANCE: Every act or omission whereby any restriction, covenant or condition in this Declaration set forth is violated in whole or in part, is declared to be and shall constitute a nuisance, and may be abated by the Developer, the owner or owners of any

lot, part or portion of the property, their and each of their legal representatives, heirs, successors or assigns, and such remedy shall be deemed cumulative and not exclusive.

4. **ENFORCEMENT:** Each and all of said restrictions, covenants and conditions is and are for the benefit of the Developer, and of the owner or owners of any lot, part or portion of the property, their and each of their legal representatives, heirs, successors or assigns, and they and each thereof shall inure to the benefit of and pass with each and every lot, part or portion of the property and shall apply to and be binding upon each and every said successor in interest of said Developer. Said restrictions, covenants and conditions are and shall be deemed covenants of equitable servitude, and the actual or threatened breach thereof, and the continuance of such breach, may be enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Developer, the owner or owners of any lot, part or portion of the property, their and each of their legal representatives, heirs, successors or assigns; provided, however, that no such breach shall affect or impair the lien of any bona fide mortgage or trust deed which shall have been given in good faith and for value, except that any subsequent owner of said lot, part or portion of the property shall be bound and obligated by the said restrictions, covenants and conditions, whether such ownership is obtained by foreclosure, at a trustee's sale, or otherwise.

5. **RIGHT TO ENFORCE:** The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Developer by the owner or owners of any lot, part or portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by the Developer or any property owner, or their legal representatives, heirs, successors, or assigns, to enforce any of said restrictions, covenants, or conditions shall in no event be deemed a waiver of the right to do so thereafter.

6. **ARCHITECTURAL CONTROL COMMITTEE:** The Architectural Control Committee which is vested with the powers described herein shall consist of three (3) or more persons appointed by the Developer. Prior to the commencement of any excavations, construction or remodeling of or addition to any structure theretofore completed, there shall first be filed with the Architectural Control Committee two (2) complete sets of building plans and specifications therefore, together with a site or plot plan indicating the exact part of the building site the improvements will cover, and said work shall not commence unless the Architectural Control Committee shall endorse said plans as being in compliance with these covenants and with standards established by said Committee pursuant hereto. The Committee shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed building, the materials of which it is to be built, the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of said building or other structure so planned on the outlook from the adjacent or neighboring property. The Committee shall promulgate and maintain a list of standards for guidance in approving or disapproving plans and specifications pursuant to this section. The second set of said plans shall be filed as a permanent record with the Architectural Control Committee. In the event said Committee fails to approve or disapprove in writing said plans within thirty (30) days after their submission, then said approval shall not be required. The said Architectural Control Committee shall be the same persons for all of the subdivisions within the Developer's development, which is known as Bloomington Hills. The Developer shall have the right to appoint members of the Architectural Control Committee until such time as ninety per cent (90%) of the lots in said development have been sold by the Developer. When ninety per cent (90%) of all of the lots in said development have been sold by the Developer, a majority of the owners of

152932

