

PROTECTIVE COVENANTS FOR
BLOOMINGTON HILLS NO. 5 SUBDIVISION
WASHINGTON COUNTY, STATE OF UTAH

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

BLOOMINGTON HILLS NO. 5 SUBDIVISION, according to the official plat on file with the Washington County Recorder; and it is the intention of said owners to include all such property in said plat and that said property is to be divided into lots and blocks as shown on said plat, and that donation of streets shown on said plat is hereby made to the public. The easements indicated on said plats are hereby perpetually reserved for public utilities and for any other uses as designated thereon and no other structures other than for such utility purposes are to be erected within the lines of said easements.

NOW, THEREFORE, said owner 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 and covenants, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the lands; and are established and agreed upon for the purposes of enhancing and protecting the value, desirability and attractiveness of the lands and every part thereof. The acceptance of any deed or conveyance thereof by the grantee or grantees therein, and their heirs, executors, administrators, successors and assigns shall constitute their covenant and agreement with the undersigned and with each other, to accept and hold the property described or conveyed in or by such deed or conveyance, subject to said covenants and restrictions, as follows, to-wit:

ARTICLE I - GENERAL RESTRICTIONS

1. LAND USED AND BUILDING TYPE: No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot, other than one detached, single-family dwelling and a private garage for not more than three (3) cars.

2. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot without the approval by the architectural control committee and compliance with the provisions of Section 6, Article II of these covenants. No fence, wall, swimming pool or other construction shall be erected, placed, or altered on any lot without approval of the architectural control committee.

3. BUILDING LOCATION: No building shall be located on any lot nearer to the front line than twenty (20) 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.

Entry No. **142864** Recorded at request of Terracor
Date December 6, 1970 at 1:20 P.M., Book 100, pages 16-20 Fee \$6.00
X 4/11/71 P. B. L. & S. Washington County Recorder, By Deputy

4. **EASEMENT:** Easement for installation and maintenance of utilities and draining facilities are reserved as shown on the recorded plat.

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5. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance 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 lots, it being the intention hereof that all dwellings and other buildings to be erected on said lots, or within said subdivision, 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 said property. No sign shall be erected or displayed upon or about said property unless and until the form and design of said sign has been submitted to and approved by the architectural control committee, except that one "For Rent," "For Lease," or "For Sale" sign of customary and reasonable dimensions may be erected or maintained without the approval of the architectural control committee.

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. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

9. **LIVESTOCK-POULTRY AGRICULTURE:** No animals, live-stock, or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

10. **GARBAGE AND REFUSE DISPOSAL:** No lot 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. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any lot except within a standard concrete incinerator.

11. **WATER SUPPLY:** No individual water-supply system shall be used or permitted on any lot or group of lots 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. **SIGHT DISTANCE AT INTERSECTIONS AND CORNERS:** No 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 lot at street corners or curves within the triangular area formed by the front and side lines of such lot;

sightline limitations shall apply on any lot within ten (10) feet from the intersections 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 or obstructions of such sightlines.

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ARTICLE II - DURATION, ENFORCEMENT, AMENDMENT

1. DURATION OF RESTRICTIONS: All of the conditions, covenants, and reservations set forth in this declaration of restrictions shall continue and remain in full force and effect at all times against said property and the owners thereof, subject to the right of change or modifications provided for in this Article, until twenty-five (25) years, and shall as then in force be continued for a period of twenty (20) years, and thereafter for successive periods of twenty (20) years each without limitation, unless, a written agreement executed by the then record owners of more than three-fourths (3/4ths) in area of said property exclusive of streets, parks and open spaces, be placed on record in the Office of the County Recorder of Washington County, by the terms of which agreement any of said conditions or covenants are changed, modified, or extinguished in whole or in part as to all or any part of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification be duly executed and recorded, the original conditions and covenants, as therein modified shall continue in force for successive periods of twenty (20) years each unless and until further changed, modified or extinguished in the manner herein provided for, by mutual written agreement with not less than seventy percent (70%) of the then owners of record title of said property (including the mortgagees under record mortgages and the trustees under recorded deeds of trust) duly executed and placed of record in the Office of the County Recorder of Washington County, Utah; provided, however, that no change or modification shall be made without the written consent duly executed and recorded of the owners of record of not less than two-thirds (2/3rds) in area of all lands which are a part of said property and which are held in private ownership within five hundred (500) feet in any direction from any direction from the exterior boundaries of the property concerning which a change or modification is sought to be made.

2. ENFORCEMENT: Each and all of said conditions, covenants and reservations is and are for the benefit of each owner of land (or any interest therein), in said property and they and each thereof shall inure to and pass with each and every parcel of said property and shall apply to and bind the respective successors in interest of said Grantor. Each Grantee of the Grantor of any part or portion of said property by acceptance of a deed incorporating the substance of this declaration either by setting it forth or by reference therein, accepts the same subject to all of such restrictions, conditions, covenants and reservations. As to each lot owner the said servitude and the breach of any thereof, and the continuance of such breach may be enjoined, abated or remedied by appropriate proceedings by any such owner of other lots or parcels in said property, but no such breach shall affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of said property shall be bound by the said conditions and covenants, whether obtained by foreclosure or at a trustee's sale or otherwise.

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3. VIOLATION CONSTITUTES NUISANCE: Every act or omission, whereby any restriction, condition or covenant in this declaration set forth, if violated in whole or in part is declared to be and shall constitute a nuisance, and may be abated by Grantor or its successors in interest and/or by any lot owner; and such remedy shall be deemed cumulative and not exclusive.

4. CONSTRUCTION AND VALIDITY OF RESTRICTIONS: All of said conditions, covenants and reservations contained in this declaration shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, or reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Grantor and Grantee, their successors, heirs, and/or assigns shall be bound by each article, section, subsection, paragraph, sentence, clause and phrase of this declaration, irrespective of the fact that any article, section, subsection, paragraph, sentence, clause or phrase be declared invalid or inoperative or for any reason becomes unenforceable.

5. RIGHT TO ENFORCE: The provisions contained in this declaration shall bind and inure to the benefit of and be enforceable by Grantor, by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns; and failure by Grantor, or any property owner, or their legal representatives, heirs, successors or assigns to enforce any of said restrictions, conditions, covenants, or reservations 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) persons appointed by the Grantor. Prior to the commencement of any excavations, construction or remodeling or adding to any structure, theretofore completed, there shall first be filed with the architectural control committee two (2) complete sets of building plans and specifications therefor, together with a block 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 are otherwise approved by the committee. The committee shall have the right to refuse to approve any such plans and specifications which are not desirable in their opinion or other reasons, and in so passing upon them they shall have the right to take into consideration the suitability of the proposed building and of the materials of which it is to be built to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the 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 fifteen (15) days after their submission, then said approval shall not be required. The said architectural control committee shall be the same persons for all of

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the subdivisions within the Grantor's development which is known as the Bloomington Development. When ninety percent (90%) of the lots in the Grantor's development have been sold by Grantor, said plans and specifications shall be approved by an architectural control committee approved by a majority of owners of lots in the subdivision herein described and only owners of said lots shall be privileged to vote for said architectural control committee. The Grantor shall have the right to appoint members of the architectural control committee until such time as ninety percent (90%) of the lots in the Grantor's development have been sold by the Grantor.

7. ASSIGNMENT OF POWERS: Any and all rights and powers of the Grantor herein contained may be delegated, transferred or assigned. Wherever the term "Grantor" is used herein, it includes assigns or successors in interest of the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the 3rd day of December 1970.

TERRACOR, a Utah Corporation

By Franklin D. Johnson
Franklin D. Johnson
President

STATE OF UTAH

County of Washington

On the 3rd day of December, A. D., 1970,
personally appeared before me Franklin D. Johnson
the signer of the within instrument who duly acknowledged to me
that he executed the same.

Joseph B. [Signature]
Notary Public



My Commission Expires:

7/31/73

Residing at: St. George, Utah