

Bridgerland Village Homeowners Association, Inc.

Post Office Box 181 Garden City, UT 84028

Construction Agreement

Revision March 15, 2015

I, _____, owner of Lot No. _____, agree to comply with the Restrictive Covenants, By-Laws, and adopted Motions of the Bridgerland Village Homeowners Association during the construction, remodeling and/or continued use of structures and facilities on lots within the Bridgerland Village (BLV). Lot owners are encouraged to consult with the New Construction Manager prior to drawing construction plans. These requirements include, but are not limited to the following:

1. Construction shall be approved by BLV prior to receiving a building permit from Garden City. Construction applications shall include (2) scaled drawings that locate structures, driveways, and culverts. Applicants must meet Bridgerland Village, Garden City, and Rich County building requirements. BLV covenants may be more restrictive than Garden City requirements and shall be followed.
2. No building shall be located nearer than 30 feet from the front lot line, or nearer than 20 feet from any side street line. No building shall be located nearer than ten (10) feet from any side lot line or twenty feet from the rear lot line. Distances are measured in the horizontal plane and not on the slope. A detached garage or other outbuildings shall be located in accordance with these measurements.
3. The dwelling shall not exceed two stories above the main floor in height, nor shall any part thereof, except chimneys, exceed the height of 35 feet above the average elevation of the building footprint on the lot as determined by Garden City. The structures shall be so arranged as to incur minimal disruption of natural land forms and vegetation cover.
4. BLV roads cannot be used for parking during the construction phase. Driveways and culverts shall be approved by the BLV Road Committee in accordance with the construction drawing. Parking for construction workers shall be provided on the lot where construction of structures and approved by the Road Committee. Final grading of driveways may be done after completion of the house construction.
5. I understand that it is my responsibility to install 12-inch pipe/culverts from my property for drainage where deemed necessary by BLV Road Committee and to keep these culverts free from debris and in good condition at all times.
6. I understand any damage made to roads or culverts during construction is my responsibility. If damage is not repaired to the satisfaction of the current Board and repairs exceed the refundable part of the impact fee, I will be responsible for any repairs above this amount.
7. I will advise my cement supplier and my contractor that cleanup of their cement trucks is not allowed on any designated BLV road or in any ditches. This practice impedes the flow of spring runoff and damages roadways. Clean up is acceptable on my property. The owner will assume liability if the contractor does not comply.
8. No construction material will be placed in the common BLV dumpsters. Lot owners are responsible to require contractors to provide dumpsters or their equivalent for the collection and removal of construction related materials. Lot owners are required to confine debris to their own lot. Non-compliance will result in fine(s) up to \$100 for each day of the occurrence and assessed to the lot owner.
9. Lot owners shall be required to provide on-site rest room facilities for construction workers in the form of a portable facility or in-house bathroom. Construction workers shall not use adjacent lots owned by others for rest rooms.
10. Lot owners shall satisfy Bear River District Sanitation requirements for septic tanks in accordance with Garden City/Rich County requirements.
11. Culinary water is provided by Bridgerland Water Company in accordance with their requirements.
12. The dwelling and any outbuildings or garages must be shown on the original drawings submitted and must be built at the same time. Otherwise, subsequent garages and outbuildings require drawings and approval and are subject to additional impact fees. The approval plans will be signed and archived by BLV.

- 13. The New Construction Manager will enforce compliance with covenants and the Construction Agreement during the construction period as necessary.
- 14. Non-compliance with all or part of the agreement shall result in a stoppage of construction and/or occupancy by BLV until covenants are satisfied.
- 15. Short term rentals are NOT ALLOWED in BLV per our CC&R's. I have received a copy of the CC&R's.

Agreement Signatures:

Applicant _____
Date

----- **Bridgerland Village Homeowners Approvals** -----

Bridgerland Water Company

Ted Wilson (435) 757-6840 _____
Date

Bridgerland Village Road Board

Date

Bridgerland Village Executive Officer

Date

Impact Fee Receipt

Received from _____ for the construction of a single-family residence.

The amount of \$2,000 of which \$1,000 is refundable at the completion of the above project after an inspection by an appointed BLV representative and all items listed on this agreement have been met to the satisfaction of the BLV Directors. If repairs are required due to construction, to any BLV roads or ditches or property, then part of your refundable deposit may be used for those repairs at the discretion of the BLV Directors. The other \$1,000 is a non-refundable impact fee.

Received from _____ for the construction of an addition in excess of 120 square feet or an out building, or garage the amount of \$1,000 of which \$500 is refundable at the completion of the above project after an inspection by an appointed BLV representative and all items listed on this agreement have been met to the satisfaction of the BLV Directors. If repairs are required due to the construction, to any BLV roads or ditches or property, then part of your refundable deposit may be used for those repairs at the discretion of the BLV Directors. The other \$500 is a non-refundable impact fee.

Received by _____ Date _____