

# Bridgerland Village HomeOwners Association, Inc.

Post Office Box 181 Garden City, UT 84028

## **Construction Addendum and Agreement**

Revised June 1, 2023

I, \_\_\_\_\_, owner of Lot No. \_\_\_\_\_, agree to comply with the Declaration of Covenants, Conditions and Restrictions, By- Laws, Rules and adopted resolutions of the Bridgerland Village HomeOwners Association during the construction, remodeling and/or continued use of structures and facilities on lots within the Bridgerland Village HomeOwners Association (“BLV”). Lot Owners are encouraged to consult with the Board prior to drawing construction plans. These requirements include, but are not limited to the following:

1. Before an Owner begins construction on any exterior Building and/or Lot improvement, including those that require a permit and/or will noticeably change the appearance of the Owner’s Residence and/or Lot, the Owner shall submit a construction plan and application to the Board. Such 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. Such applications shall include the following information and agreements, and be timely updated as changes to the construction occur:
  - Description of the overall scope of the project, including any available plans or drawings related to the project;
  - Detail regarding the staging plans for the construction work, including where and how construction materials will be stored, delivered to the Lot, lists approximate times for when workers will be on the Lot as well as the projected start and completion date;
  - Agreement to remove or securely store (in a secure dumpster or by using another secure storage method) any construction debris, on a daily basis, to prevent that such debris from migrating onto the Association’s Property or another Lot;
  - Agreement to allow the Board, upon reasonable notice of not less than twenty-four (24) hours (except in the case of emergency), to inspect the construction as necessary to ensure compliance with BLV’s governing documents;
  - Agreement to only allow for construction activity to occur between the hours of 7:00 a.m. and 7:00 p.m. unless written exception is provided by the Board;
  - Contact information for the general contractor, sub-contractors, or the person(s) in charge and on site in case the Board or other Owners need to get in contact;
  - Acknowledgement that any contractor, sub-contractor or other workers used are

Page 1 of 5

**CONSTRUCTION ADDENDUM AND AGREEMENT  
BRIDGERLAND VILLAGE HOA, INC  
Adopted June 1, 2023**

properly licensed, bonded, and insured, with written authorization from the Board needed for any exception;

- Agreement that all proper permits and government authorizations will be timely acquired for the construction and to certify its completion;
  - Agreement that Owner will be personally liable for any damage caused to BLV and/or other Lots as a result of their construction activity;
2. No building shall be located nearer than thirty (30) feet from the front lot line, or nearer than twenty (20) feet from any side street line. No building shall be located nearer than eight feet on one side and ten (8 & 10) feet on the other side lot line or thirty (30) feet from the rear lot line. Distances are measured in the horizontal plane and not on the slope. Private garages and accessory buildings shall be located in accordance with these measurements except where this structure is located at least ten feet behind the main building it may have a rear setback of ten (10) feet, provided that on corner lots rearing on the side setback of another lot, the minimum rear setback for all buildings shall be ten (10) feet. These are intended to reflect Garden City requirements for Recreational Residential zoning.
  3. The dwelling shall be a Single-Family Dwelling, which no part thereof, except chimneys, exceed the height of thirty-five (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 roadways may only be used for parking during the construction phase if the Board approves such use, the use is limited to times when construction is active during the day, and the use of the roadways does not completely block travel on the roadways, meaning that there must remain enough roadway to allow for single lane traffic, at least twelve (12) feet of open roadway. 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 is occurring and, if on the roadways, only if an exception is provided as mentioned in this section. Final grading of driveways may be done after completion of the house construction. **(\$500 daily fine for blocking a roadway).**
  5. Lot Owners must agree that it is their responsibility to install twelve (12) inch pipe/culverts from their Lot for drainage where deemed necessary by the Board, and to keep these culverts free from debris and in good condition at all times.
  6. Lot Owners are personally liable for any damage made to roadways or culverts during construction. If damage is not repaired to the satisfaction of the current Board and repairs exceed the refundable part of the impact fee, the Owner will be responsible for any repairs above this amount.
  7. Lot Owners shall advise concrete suppliers and contractors that cleanup of their concrete trucks is not allowed on any designated BLV roadway or in any ditches. This practice impedes the flow of spring runoff and damages roadways. Clean up is acceptable on the Lot under construction. Lot Owners will assume personal liability if the contractor does not comply.
  8. No construction material will be placed in the common BLV dumpsters. Lot Owners shall require

that their contractors provide dumpsters or their equivalent (as long as the storage is secure) for the collection and removal of construction related materials. Lot Owners are required to confine debris to their own lot. (**\$100 daily fine, plus an associated cleanup costs**).

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 separate drawings and approval and are subject to additional impact fees. The approval plans will be signed and archived by BLV and its Board. The Board will enforce compliance with covenants and the Construction Agreement during the construction period as necessary.
13. Non-compliance with all or part of the agreement shall result in a stoppage of construction and/or a revocation by the Board for the right to continue construction until the covenants are satisfied and the violations cured.
14. Short term rentals are NOT ALLOWED in BLV per our CC&R's.
15. I have received and read the CC&R's. I understand that this serves as my notice and any subsequent violations of these CC&R's, By-laws or Rules are subject to immediate fines or penalties.

**READ, UNDERSTOOD AND AGREED:**

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Contractor

\_\_\_\_\_  
Date

----- **Bridgerland Village HomeOwners Approvals** -----

\_\_\_\_\_  
Bridgerland Water Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bridgerland Road Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bridgerland Architectural Review Committee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bridgerland 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 Board. If repairs are required due to construction, to any BLV roadways or ditches or property, then part of your refundable deposit may be used for those repairs at the discretion of the BLV Board. The other \$1,000 is a non- refundable impact fee.

Received from \_\_\_\_\_ for the construction of an addition in excess of one-hundred and twenty (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 Board. 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 Board. The other \$500 is a non-refundable impact fee.

Received by \_\_\_\_\_

Date \_\_\_\_\_