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**DECLARATION OF PROTECTIVE COVENANTS**

for

**PTARMIGAN POINTE SUBDIVISION**

PHASE I AND II

**KNOW ALL MEN BY THESE PRESENT:**

7056526

THAT WHEREAS, the undersigned being the owner of the following described real property situated in Salt Lake County, State of Utah, to-wit:

**All Lots**

**PTARMIGAN POINTE SUBDIVISION**

PHASE I AND II

In consideration of the premises and as part of the general plan for improvement of the property comprising PTARMIGAN POINTE SUBDIVISION, the undersigned does hereby declare the property herein above described, subject to the restrictions and covenants herein recited.

**PART A**

**RESIDENTIAL AREA COVENANTS**

1. Planned Use and Building Type

No lot shall be used except for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than detached single family dwellings not to exceed two stories in height and a private garage for at least two vehicles.

2. Architectural Control

- (a) No building shall be erected, placed or altered on any lot until the construction plans including a site plan have been approved by The Architectural Control Committee as to harmony of external design with existing structures, and as to location in respect to topography and finish grade elevation. One set of plans must be submitted for this purpose, which will be returned to the lot owner with approval or disapproval thereof.
- (b) In the event the committee or its designated representative fails to approve or disapprove within ten (10) days after plans and specifications have been submitted, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. Dwelling Quality and Size

- (a) No dwelling shall be permitted on any lot wherein the floor area of the home, exclusive of open porches and garages is less than 2,300 square feet for a single story. Multi-level homes must have an aggregate footage of above ground floors of 2,800 square feet. No home shall be constructed with a front elevation of less than 64 feet in width including the garage.
- (b) All homes will be required to have exterior finishes of brick, stone veneer, or stucco. Roofing must be an architectural grade shingle on a roof pitch of at least 7/12. However, all gables on the front elevation must be 8/12 pitch or greater. No aluminum siding will be permitted.

4. Building Location and Requirements

- (a) No dwelling shall be located on any lot nearer than thirty (30) feet to the front lot line or nearer to the side street line than twenty-five (25) feet. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. This means that on corner lots the fences can not be closer than 25 ft to one street and 30 ft on the other.
- (b) No dwelling shall be located nearer than ten (10) feet to an interior lot line and the total width of the two require side yards shall not be less than twenty (20) feet. No residence shall be nearer than twenty (20) feet to the rear lot line.
- (c) All dwellings are to face the public street.
- (d) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon any other lot, or to violate any building code in effect at the time of construction.
- (e) The owner/builder is responsible to repair or replace any sidewalk or curb that has been broken after the purchase date of the lot.

5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall, commence construction or landscaping upon the first 30-foot frontage within eighteen (18) months of the purchase date. Having commenced construction upon said property, shall continue therewith and have the structure upon the property ready for occupancy as a residence within nine (9) months from the date construction is commenced.

6. Easement

For installation of and maintenance of utilities and drainage facilities, areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each of the lots and all improvements in it shall be landscaped and maintained continuously by the owner of the lot.

7. 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 nuisances to the neighborhood. No clothes line or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted, unless in enclosed areas built and designed for such purpose. Automobiles, trailers, boats, or other vehicles are not to be stored on streets, in front of homes or in unfenced side yards that are exposed to streets.

8. Temporary Structures

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any lot at any time as a residence either temporarily or permanently.

9. Garbage and Refuse Disposal

- (a) The owner/builder is responsible during the construction of a home to see that all construction debris is contained in a dumpster and regularly removed from the building site.
- (b) No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or objects are to be stored on any lot in view of the general public.

10. Animals and Pets

- (a) Dogs, cats, or other household pets, may be kept as permissible within current zoning regulations provided that they are not kept, bred or maintained for any commercial purpose and are restricted to the owner's premises and under handlers control.

- (b) If in the opinion of the Architectural Control Committee any of the forenamed pets become an annoyance, nuisance or obnoxious to other owners throughout the subdivision, the committee may require a reduction in the number of pets permitted or removal of any such pet considered dangerous or unsafe to the neighborhood.

11. Tree Planting

- (a) The owner of each lot in the subdivision is required to plant two (2) 2 inch caliper Autumn Purple Ash Trees in the parking strip with appropriate watering system. These trees are to be planted by owner or builder before final inspection can be given by Draper City, and before permanent power authorization is given.

12. Landscaping

Each lot (front and side yards) is to be landscaped within 6 (six) months from the date the home receives final inspection approval (weather conditions permitting). Trees, lawns, shrubs, or other plantings provided by the owner of each respective lot shall be properly nurtured and maintained continuously or replace at the property owners expense upon request of the Architectural Control Committee.

13. Subdivision of Lots

No owner of any lot within the subdivision shall at any time be permitted to subdivide his lot into two or more sublots, less in square foot area than the area of the lot at the time of its initial purchase. Lot #201, & #209 are exempt from this requirement, due to some existing conditions. These conditions may excuse compliance with other paragraphs of these covenants as well.

**PART B**

**THE PTARMIGAN POINTE ARCHITECTURAL CONTROL COMMITTEE**

I. Membership

- (a) The initial Ptarmigan Pointe Architectural Committee is LaMar Bradshaw, and other invited residences of Ptarmigan Pointe. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor their designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

## PART C

### THE PTARMIGAN POINTE HOME OWNERS ASSOCIATION

#### 1. Organization

- (a) Six months after the sale and closing of the last lot in the subdivision, the Architectural Control Committee will be dissolved and the duties will be assumed by the Ptarmigan Pointe Home Owners Association. An acting chairperson will be appointed by the Architectural Control Committee.
- (b) The owner of each lot in the subdivision belongs to and is allowed one vote in the Ptarmigan Pointe Home Owner Association. The Association is to meet annually to elect a chairman and to vote upon business that is in the common interest of the property owners.
- (c) The chairman is to serve at the pleasure of a majority of the owners of lots in the subdivision; hence the chairman may be terminated (voluntary or involuntary) by a majority vote of the resident owners of Ptarmigan Pointe. (Each lot receiving one vote).

#### 2. Scope of Responsibilities

- (a) The Ptarmigan Pointe Home Owners Association is responsible to maintain or cause to be maintained the planting areas on either side of the subdivision entrance from 13200 south. This will include the regular upkeep (e.i.) watering, cutting, pruning and fertilizing; and the replacement if necessary, of the plants, street lamps and necessary repairs to the masonry entry walls. The Association will make an annual assessment to each property owner in the subdivision for these expenses. This assessment will be a binding legal obligation of each property owner.
- (b) In the event other landscaped public entries are provided into future phases of this subdivision, the provisions described in 2 (a) above will govern the cost of maintaining these addition common areas as well.

PART D

GENERAL PROVISIONS

1. Terms

These covenants are to run with the land and shall be binding upon all parties and persons claiming under them for a period of 30 (thirty) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a successive period of 10 (ten) years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

2. Enforcement

Enforcement of the foregoing shall be by proceeding at law of in equity against every person, persons, or entity violating or attempting to violate any covenant herein, wither to restrain with jurisdiction may restrain violation of these covenants, as well as award damages incurred thereby, including a reasonable attorney fee to the person or Association enforcing the same.

3. Severability

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

DATED this 10<sup>th</sup> day of MARCH, 1998

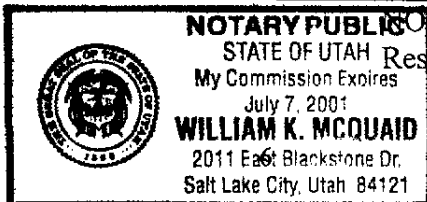
WESTMARK PROPERTY, L.C.

By: [Signature]  
R. Lamar Bradshaw

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

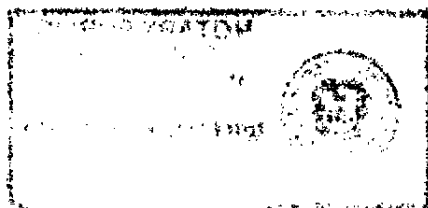
on the 10<sup>th</sup> day of MARCH, 1998, personally appeared before me LaMAR BRADSHAW, the principle of Westmark Property, L.C., who being by me first duly sworn did say that he executed the foregoing instrument in behalf of WESTMARK PROPERTY, L.C.

[Signature]



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7056526  
08/13/98 4:42 PM 39.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SURETY TITLE  
REC BY: A GARAY DEPUTY - WI



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