

**DECLARATION OF PROTECTIVE COVENANTS
for
BRIDLE POINTE SUBDIVISION**

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Book - 9040 Pg - 9713-9718
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SURETY TITLE
BY: ZJM, DEPUTY - WI 6 P.

Book 9040 Gary W. OTT

KNOW ALL MEN BY THESE PRESENT:

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

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

34-06-226-046 thru 050

34-05-101-020 thru 034

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 a 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 the location with respect to topography and finish grade elevation. One set of plans must be submitted to the architectural committee for this purpose.
- (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, exclusive of open porches and garage, is less than 2,150 square feet for a single story home. Multi-level homes must have an aggregate footage of above ground floors of 2,650 square feet. No home shall be constructed with a front elevation of less than 60 feet in width including the garage. The committee shall have, at its sole discretion, the right to approve homes of somewhat less square footage.

- (b) 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 construed to permit any portion of a building to encroach upon any other lot, or to violate any building code in effect at the time of construction.
- (c) All dwellings shall be required to have exterior finishes of brick, stone veneer or stucco, with the stucco to be of a subdued color. Some use of cement siding (Hardi Plank) will be permitted. Roofing shall be an architectural grade shingle with a roof pitch of at least 8/12. However, a somewhat lower pitch might be approved to accommodate a unique roof design. Aluminum, steel and vinyl trim materials may only be used for soffit and fascia.

4. Building Location and Requirements

- (a) No dwelling shall be located on any lot nearer than thirty (30) feet to the front lot line and no nearer than thirty (30) feet to the side street lot line. No fence or wall shall be erected, placed or altered on any lot nearer to any property line than the minimum building setback line. On a corner lot the fences cannot be closer than 20 ft. to one property line/sidewalk and 30 ft. on the other. The wrought iron fence along Stokes Avenue will be an exception to this provision, but fences on all other lots must comply.
- (b) No dwelling shall be located nearer than twelve (12) feet to an interior lot line and the total width of the two required side yards shall not be less than twenty-four (24) feet. No residence shall be nearer than twenty (20) feet to the rear lot line.
- (c) Unattached garages and utility buildings shall not be constructed within ten (10) feet of any property line and shall not have exterior walls more than fourteen (14) feet in height from finish grade to eaves. The exterior of such structures are to have an appearance that is similar to the residence.
- (d) The owner/builder is responsible to repair or replace any sidewalk or curb that has been broken or damaged after the purchase date of the lot. The owner/builder will escrow \$350.00 per lot with the title company at closing to insure the payment of such costs.

5. Construction Time Following Purchase

The grantee or grantees of any building lot within the subdivision shall, commence construction within eighteen (18) months of the purchase date. If construction does not begin after eighteen (18) months, the grantee or grantees shall be responsible to landscape the first twenty (20) feet of the lot that has exposure to the street (weather permitting). Once the Owner/Builder has 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, 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 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 nuisance to the neighborhood. The storage of any articles, which are unsightly, in the opinion of the Architectural Control Committee, will not be permitted, unless enclosed in areas built and designed for such purposes. 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. Sidewalks, curb and gutter are to be swept clean when construction is finalized.
- (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) Dog, 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 at least two 2-inch caliper Armstrong Maple trees in the park strip, as close as possible to the approved "tree planting scheme". These trees are to be planted by the owner or builder before final inspection (weather permitting) shall be given by Draper City.

12. Landscaping

Each lot (front and side yards) is to be landscaped within six (6) 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 replaced at the property owner's expense upon request of the Architectural Control Committee. The landscaping and sprinkler system in the detention swale crest of lots# 1 & 2 shall be installed and maintained by the property owners. The landscaping of these swales shall be installed so that the engineered contour and drainage flow is maintained.

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 sub lots, less in square foot area than the area of the lot at the time of its initial purchase.

PART B

THE BRIDLE POINTE ARCHITECTURAL CONTROL COMMITTEE

1. Membership

- (a) The initial Bridle Pointe Architectural Control Committee is LaMar Bradshaw, and other invited residents of Bridle Pointe. A majority of the committee may designate a representative to act for it. In the event of the 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 BRIDLE 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 Bridle 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 Bridle Pointe Home Owners Association. The Association is to meet annually to elect a chairperson and to vote upon business that is in the common interest of the property owners.
- (c) The chairperson is to serve at the pleasure of a majority of the owners of lots in the subdivision; hence the chairperson may be terminated (voluntary or involuntary) by a majority vote of the resident owners of Bridle Pointe. (Each owner having one vote).

2. Scope of Responsibilities

- (a) The Bridle Pointe Home Owners Association is responsible to maintain or cause to be maintained the planting area along the North side of Stokes Avenue, East & West of the subdivision entrance. This will include the regular upkeep (i.e.) watering, cutting, pruning and fertilizing; and the replacement if necessary, of the plants, and to make 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) The Owners of lots on the private lane, (lot #3, 4, 5, 6, 7, 8, & 9) will have the additional responsibility to maintain the asphalt roadway and provide snow removal of this lane. The costs for such upkeep shall be equally shared by the 7 lot owners.

2. Enforcement

Enforcement of the foregoing shall be by proceeding at law or in equity against every person, persons, or entity violating or attempting to violate any covenants herein, whether 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 of court order shall in no wise effect any of the other provisions, which shall remain in full force and effect.

DATED this _____ day of _____, 2004
WESTMARK PROPERTY, L.C.

By: 
R. LaMar Bradshaw

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

On the 24 day of West, 2004, 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.


