

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF

Platted  Indexed   SOUTH FORK RANCHETTES SUBDIVISION  
Recorded  Abstracted   
Compared  Page

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
DEPUTY *[Signature]*

This declaration, made on the date hereinafter set forth by Bronco Land and Livestock, Inc.

WHEREAS, Bronco Land and Livestock, Inc. is the owner of the hereinafter real property situated in Weber County, Utah known as South Fork Ranchettes Subdivision, excepting Lot No. 5.

WHEREAS, it is the desire of said owners thereof to place Protective Covenants upon said lots and all of them, excluding Lot 5, for the mutual benefit and protection of the present owners and future owners thereof;

NOW THEREFORE, for and in consideration of the mutual covenant herein and other good and valuable considerations the signers, its successors or assigns, does hereby declare that the covenants hereinafter specifically set forth are to run with the land, and they shall be binding on all parties and all persons claiming under them until thirty years from date, at which time said covenants shall be automatically extended for periods of ten years, unless by a vote of a majority of the then owners of said lots, it is agreed to change said covenants in whole or in part. If any party hereto, their heirs or assigns, shall violate any of the covenants herein contained to be kept by them, it shall be lawful for any other person or persons owning any real property situated in said Subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same either to enjoin or prohibit any such violations or for damages or other compensation or both for any such violation.

21-045-0001 TO 0011  
21-045-0002 TO 0009

In the event any of the covenants herein contained or any part thereof be declared invalid by any court of competent jurisdiction, the remainder thereof shall be in no way affected by such judgement, but shall remain in full force and effect.

A. No structure shall be erected, altered, placed or permitted to remain on any part of the above described property where cement block or cinder block, or similar product is used as the main medium of construction. These materials may be used for foundation only. If so used, they shall immediately be concealed by foundation plantings.

B. No trailer, basement shack, garage, barn or other outbuilding erected or presently on said lots shall at any time be used as a residence, either temporarily or permanently. There will be no basement houses or metal roofed houses allowed on any lot of said subdivision.

C. Trailer houses and campers will be permitted in the subdivision, provided they are strictly of a non-permanent nature and are not used for more than short vacation periods. Trailers and campers will at no time be attached to the land, placed on foundations or taken from their wheels; nor will they be allowed to be made a part of any other structure in the subdivision.

D. No structure shall be located on any lot nearer than 30 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 20 feet to any interior side lot line except a detached garage or other outbuildings located 35 feet or more from the minimum building front set backline, at which shall not be located nearer than 2 feet from any side lot line nor nearer than 10 feet to any dwelling, and no dwelling shall be located on any lot nearer than 30 feet from the rear lot line.

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E. No residential structure shall be erected or placed on any building lot in said subdivision, the ground floor area of which (exclusive of one story open porches and garages) shall be less than 600 square feet or have a market value of less than \$10,000.00.

F. No trash, garbage or other wastes shall be kept on or permitted to remain on any lot except in sanitary containers. No material shall be kept or stored on any lot that will be unsightly or that will be a fire hazard. No material may be burned on any lot, except in fireplaces adequately equipped to prevent sparks from reaching the ground or in any manner that will become a fire hazard, the intention being that no person may endanger their own or their neighbor's lot by fire.

G. It is the purpose of this subdivision to leave as much of the natural vegetation on the land as possible, therefore no living trees are to be cut, injured or removed from any lot, except where clearing is necessary for construction of structures, roadways, walks and firebreaks. Also deadwood and brush may be removed to eliminate fire danger, and must be removed when fire danger is extreme.

H. No lot shall be used for overnight purposes until adequate sanitation facilities have been installed. There shall be no open pit or back-house type of facilities allowed on premises. Sanitary facilities shall either be of the septic tank or of the chemical toilet type and no other type shall be allowed that is not completely fly-proof, odor-proof, and sanitary. No sewage disposal system shall be installed on any lot that does not conform to existing County and State health regulations.

I. No noxious or offensive trade or activity or no nuisance shall be carried on on any lot, nor shall anything be done which may be or become an annoyance to the neighborhood.

J. Horses, cattle, sheep or other pastured animals may be kept on any lot in said subdivision as long as the total number of animals does not exceed one animal per acre of owners lot. Not more than three dogs, three cats or three domesticated household pets over the age of three months old may be kept on any lot in said subdivision. No hogs may be kept on any lot in the subdivision, under any conditions.

K. No irrigation water in the subdivision may be dammed, diverted, rechannelled, used or altered without written permission of irrigation company of authority.

IN WITNESS WHEREOF, the undersigned, being the declarants herein, has hereunto set its hand, and seal this 31st day of May, 1972.

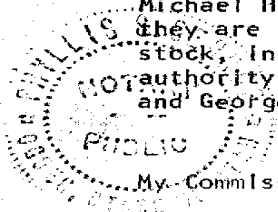
BRONCO LAND AND LIVESTOCK, INC.

*Michael H. Ford*  
President

*George Pappas Jr.*  
Secretary

STATE OF UTAH )  
                  ) ss  
COUNTY OF WEBER)

On this 31st day of May, 1972 personally appeared before me Michael H. Ford and George Pappas, Jr., who being by me duly sworn, did say that they are the President and the Secretary respectively of the Bronco Land and Livestock, Inc. and that said declaration was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Michael H. Ford and George Pappas, Jr. acknowledged to me that said corporation executed the same.



My Commission expires: 2-18-75

*Phillip S. George*  
Notary Public - Residing at Ogden, Utah