

DECLARATION OF PROTECTIVE COVENANTS FOR THE SOUTH FORK NON-REGULAR SUBDIVISION.

Recorded on the 21st day of May, 1991  
Book 91-5, Page 71, as entry No. 5074528.

Records of SALT Lake County, Utah.

Know all men by these presents:

That whereas, the undersigned being the owners/agents of the following described real property situated in Salt Lake County, State of Utah, to wit;

commonly known as South Fork Ranch subdivision Plat A in consideration of the premises and as part of the general plan for improvement of the property comprising of the South Fork sub plat A, we do hereby declare the property hereinabove described subject to the restriction and covenants recited hereunder.

It is the intention of the developers, expressed by its execution of this instrument, that the property within the South Fork Subdivision consisting of lot's, 1 through 40 inclusive, shall be developed and maintained as a highly desirable residential area and subject to all of the terms and conditions as recorded in these protective covenants.

It is further the purpose of these covenants that the present natural beauty, view and surroundings of the South Fork Ranch shall always be protected insofar as is possible in connection with the uses and structures permitted. And further declare to be for the benefit of the property and every part thereof and for the benefit of each owner thereof.

Part 1

RESIDENTIAL AREA COVENANTS

1. Planned use and building type.

No lot shall be used except for residential purposes. No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than single family dwellings not to exceed two stories in height with a private garage for not less than two automobiles.

1.2 Erosion control; Each owner of a lot in the South Fork sub shall be responsible to insure that no erosion or water drainage shall take place on his lot which may adversely affect neighboring property and/or roads.

2. Architectural Control.

No building shall be erected, place, or altered on any lot

5109934

BK 634 SpG 0073

until the construction plans and spec's and plans showing the location of the structure upon the lot have been approved by the South Fork architectural control committee (ACC) as to the quality of workmanship and materials, harmony of external design with existing structures, and to location in respect to topography and finish grade elevation.. No fence or wall shall be erected, placed or altered on any lot nearer to a street than the minimum building setback line unless similarly approved by the A. C. C.

All barns, stables, stalls and sheds shall have to meet with the same qualification.

2.1 All roof heights and designs shall minimize view blockage to the extent possible, from adjacent properties and properties on the opposite side of the road..

#### South Fork Subdivision Control Committee

##### 1. Architectural Control Committee. ( A C C )

The South Fork Subdivision architectural control committee shall consist of three members (3). The committee shall consist of two (2) members selected by declarant with the one (1) remaining member being selected by the South Fork architectural control committee. Said architectural committee shall have and exercise all of the powers, duties and responsibilities set out in this instrument.. A majority of the committee may designate a representative to act for it. In the event of death or resignation of a member of the committee, the remaining members shall have the full authority to designate a successor. Neither the members of the committee nor their designated representative shall be entitled to any compensation for services to this covenant.

1.2 Variances; Where circumstances, such as topography, hardship, location of property lines, location of streams or other matter require, the ACC may, by an affirmative vote of the majority of its members, allow reasonable variances as to any of the covenants and restrictions contained in this instrument or any applicable supplement or amended declaration, or in the architectural guidelines, on such terms and conditions as it shall require.

##### 2. Procedure.

This committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction which has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be assumed to have been fully complied with.

2.1 Protection of Encumbrances:

No violation or breach of any provision, restriction, covenant or condition contained in this covenant or any supplemental or amended declaration and no action to enforce the same shall defeat or render invalid the lien of any first mortgage or first deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such first mortgage or first deed of trust.

2.2 Amendments or Revocations;

At any time while any provision, covenant, or restriction under this Master Declaration is in force or effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds (2/3) of the lots subject to the covenants.

3. Dwelling Quality and Size.

3.1 No building shall be permitted on any lot of one acre or larger, wherein the ground floor area of the main structure, exclusive of the one story open porch and garages, shall be not less than 1800 square feet for a single story home. Two story homes shall have at a combined footage of not less than 2300 sq ft above ground. Split entries, bi-levels, tri-levels, and one and one-half story homes shall be not less than 2300 sq ft above ground level. The exterior materials of the home shall be a minimum of 20% brick, stone or other masonry materials. The balance shall be wood and/or stucco sidings (no T111 aluminum or vinyl sidings). All Residences to have a minimum two car garage attached. Aluminum fascia and soffit are acceptable.

3.2 The following roof shapes will not be permitted; mansards, fake mansards, joined shed roofs, domed, geodesic domes.

3.3 Compliance. Full compliance with the architectural guidelines and the master declaration of covenants, conditions and restrictions shall be required with regard to construction of any residence and building on any lot.

Building sizes. (Half acre lots)

3.4 No building shall be permitted on any lot less than one acre wherein the ground floor building area shall not be less than 1600 ft on one levels, and not less than 2000 ft on two level homes with not less than a two car attached garage. All building materials described for the one acre lots are applicable on the half acre lots.

BK 6345 PG 0075

4. Building location.

4.1 Building locations must conform to the requirements of Draper City.

4.2 For the purpose of this covenant, eaves, steps, and porches shall not be considered as part of the building, provided however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot.

5. All lot owners shall be solely responsible for the curb, gutter and sidewalk adjoining their property as pertaining to heavy equipment and cement trucks crossing the same during the construction of their residences, out buildings, garages, drives, fences, etc. If you or your people break it, you replace it.

6. Easements.

For installation and maintenance of utilities, areas are reserved as shown on the recorded plat. Within these easements, no structures, of any type, or altering of elevation shall be permitted which may interfere with the installation or maintenance of utilities. The easement area of each of the lots and all improvements in it shall be maintained continuously by the owners of the lot, except for those improvements for which the public authority or utility company is responsible.

7. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No clotheslines or storage of any articles which are unsightly in the opinion of the architectural control committee will be permitted unless located in enclosed area's built and designed for such purposes. No automobiles, trailers, boats, or other vehicles are to be stored on the streets.

8. Temporary Structures.

No structures of a temporary character, trailers, basement, tent, shack, garage, barn, or other out buildings shall be used on a lot at any time as a residence either temporarily or permanently.

9. Garbage and Refuse Disposal.

No lot shall be used as or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such items must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean 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 materials or objects are to be stored on any lot in view of the general public.

BK6345PG0076

10. Animals and Pets.

Dogs, cats, horses, or other pets may be kept as permissible within the current zoning regulations of Draper City. However, these pets are not to be permitted to roam free in the neighborhood.

11. Landscaping.

Trees, lawns, shrubs or other plantings provided by the owners of each respective lot shall be properly maintained and nurtured at the owners expense. Landscaping shall commence on each lot within 12 months after the residence is completed. Front lawn is to be seeded or sod and sprinklered at minimum and includes at least 3 trees of owners choosing but must be a minimum one inch diameter caliper measure one foot about finish grade.

12. Subdivision of lots.

No owner of any lot or lots within the South Fork Ranch Subdivision is permitted to subdivide his lot for any purpose, except by proper application in accordance to the regulations of Draper City and which application must have 100% consent, in writing, from all lot owners within the subdivision.

General Provisions

1. Term

These covenants are to run with the land and should and shall be binding upon all parties and all persons claiming under them for 30 years. Then automatically renew for another 30 yrs unless amended. In order to change the covenants a majority of the recorded property owners can meet and by mutual agreement change, amend, or discontinue these covenants. 80% of the recorded land owners will constitute a majority. Notice is to be sent to all of the land owners as to when the meeting is to be held and to what the meeting will be as pertaining to the changes or amending of the covenants.

2. Enforcement.

Enforcement shall be by proceedings at law or in equity against every person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

3. Severability.

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

BK6345PG0077

3150

5109934  
09 AUGUST 91 03:58 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
REC BY: SHARON WEST , DEPUTY

Page 6 of 6

South Fork Partnership  
Land Developers

By *Martin Lingwall*  
Martin Lingwall President

State of Utah )  
                  ) SS.  
County of Salt Lake )

On the 9th day of August, 1990, personally appeared before me Martin Lingwall of South Fork Partnership being duly sworn, did say he was president of South Fork Partnership the land developers, and that said instrument was signed in behalf of said development, South Fork; by the authority of the developer and in behalf of the development, and for the purpose of maintaining the integrity of the development.

*Edward H. Campbell*  
My commission expires; 7-10-94  
Residing in SLC, UT



EDWARD H. CAMPBELL  
RECORDER, SALT LAKE COUNTY, UTAH  
GUARDIAN TITLE  
REC BY: SHARON WEST, DEPUTY

BK 6345P60078