

WILLOW BEND OF LAYTON SUBDIVISION PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS THE WILLOW BEND CORPORATION: a Utah Corporation, are the owners and possessors of the land referred to in this document and which is situated in the State Of Utah, County of Davis, and is described as follows:

WILLOW BEND OF LAYTON SUBDIVISION - Phase #01
Comprising Lots #1-#24
Property Address: 2300 North Hill Field Road

AND WHEREAS said owner is desirous of protecting the above described property by PROTECTIVE COVENANTS: NOW THEREFORE it is the desire of said owner and intent therefore that said property shall be conveyed hereafter subject to the PROTECTIVE COVENANTS set forth below in order to enhance a more uniform development of the Homes therein, maintain to the extent possible the natural environment to which they are located, and to maintain the value thereof.

1. THE WILLOW BEND CORPORATION IS THE ONLY AUTHORIZED SUBDIVIDER, DEVELOPER, CONTRACTOR AND BUILDER IN THE ENTIRE SUBDIVISION, AS DESCRIBED ABOVE.

All plans, specifications, and approvals are at the sole discretion of THE WILLOW BEND CORPORATION.

2. LAND USE: No lots can be used except for residential purposes. No buildings can or shall be erected, altered, placed or permitted to remain on any Lots other than one detached single family dwelling with an attached private garage for at least two cars.

3. NUISANCES: No noxious or offensive trade or activity shall be conducted on any Lot, nor shall anything be done there which may be or become an annoyance or nuisance to the neighborhood.

No animals or fowls; shall be kept, housed or permitted to be kept or housed on any Lot or Lots in the property described except as allowed by the applicable ordinances of Layton City Corporation. Any such animals or pets shall be kept under control at all times and maintained and controlled so as not to cause or threaten damage to the property or the peace and quiet of the other residents.

No Recreation Vehicles shall be parked in the Subdivision, except for a period not longer than 24 hours to load-unload, or service the same.

No home business except as allowed by Layton City Corporation ordinances may be conducted out of any residence in the subdivision.

No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five square feet advertising the property for sale.

All homes shall be completely landscaped, front and rear and shall be maintained on a frequent basis either by owner or by contract so as to maintain a neat and comely appearance.

4. APPEARANCE, SANITATION, AND FIRE HAZARD CONTROL: No Lots shall have accumulated thereon any rubbish trash or unsightly debris. All Lots shall be maintained free of weeds and other undesirable growth whether or not there is a structure on the lot.

Each residence shall strictly comply with all State Laws and City Ordinances pertaining to fire hazard control.

5. TERMS: The Covenants are to run with the land and shall be binding on all parties and all persons claiming under them for the period of Twenty Years (20) from the date these Covenants are recorded.

6. ENFORCEMENT: Enforcement of the provisions contained herein shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or recover damages.

In addition to remedies at law or in equity, THE WILLOW BEND CORPORATION may abate any nuisance or correct any violations hereunder and the individual Lot owner shall pay the reasonable expenses incurred therein and no liability shall attach to THE WILLOW BEND CORPORATION acting pursuant to the provisions of these covenants and enforcing the terms thereof, including abatement of nuisances.

7. INVALIDATION: Invalidation of any one of these Covenants or any portion thereof by judgement or court order shall in no way affect any of the other provisions, the same shall remain in full force and effect.

WILLOW BEND OF LAYTON SUBDIVISION PROTECTIVE COVENANTS

Signed: Denis R. Thurgood
Denis R. Thurgood - President

Attested: Lorri E. Thurgood
Lorri E. Thurgood - V.P./Sec.

On the _____ day of December, 1994 Denis R. Thurgood & Lorri E. Thurgood personally appeared before me, who being by my duly sworn did say, each for himself/herself, that he, the said Denis R. Thurgood is the President and she, the said, Lorri E. Thurgood, is the V.P./Secretary of THE WILLOW BEND CORPORATION, a Utah Corporation, and that the within instrument was signed in behalf of said Corporation by authority of a resolution of it's Board Of Directors.

Notary Public: [Signature] Residing in: _____

ACCEPTANCE BY LOT OWNER: I have read and reviewed the following Covenants pertaining to THE WILLOW BEND OF LAYTON SUBDIVISION, Phase #01, Lots #1-#24, In Layton City, Of Utah and agree to abide by them in their entirety.

Owner: _____ Lot #: _____ Date: _____

Owner: _____ Lot #: _____ Date: _____

Witnessed: _____

