

RETURN
MAR 11 2004

24/3

DECLARATION OF PROTECTIVE COVENANTS
WILLOW BEND OF LAYTON SUBDIVISION - PHASE 5

KNOW ALL MEN BY THESE PRESENTS:

E 1969375 B 3494 P 983
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 MAR 11 3:58 PM FEE 24.00 DEP MEC
REC'D FOR THURGOOD DEVELOPMENT

WHEREAS THURGOOD DEVELOPMENT CORPORATION, a Utah Corporation, being the owners of the following real property situated in Davis County, State of Utah, to wit:

All of lots 501 through 511 of Willow Bend of Layton Subdivision, Phase 5.
Property address: 550 West 2350 North, Layton City.

09 - 326 - 0501 thru 0511

NOW THEREFORE it is the desire of said owners 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 and maintain the value thereof.

1. PLANNED USE AND BUILDING TYPE

All Lots are zoned R-1-6. 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. At least thirty percent (30%) of exterior building materials are to be brick or stone, and the remainder to be brick, stone, wood or stucco. Aluminum will be allowed only for soffit, fascia and gutters. The roof shall be a 6/12 pitch with architectural grade shingles. The ground floor area of the main structure, exclusive of open porches and garages, shall be no less than 1250 square feet. All setbacks, side yards and rear yards shall be in conformance with Layton City Ordinance in effect at the time of construction of any building on any lot.

2. 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 to the neighborhood.

No livestock, poultry, or animals other than dogs, cats or other household pets may be kept on the premises except as permissible within current zoning regulations. 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 Recreational Vehicles shall be parked in the subdivision, except for a period not longer than 48 hours to load, unload or service the same.

No home business except as allowed by Layton City Ordinances may be

conducted out of any residence in the subdivision.

3. APPEARANCE AND SANITATION

Each lot is to be completely landscaped within 6 months of the structure completion. Landscaping of lots shall be considered complete when the front yard is fully landscaped and maintained, and the remainder of the lot is cultivated or planted and kept free of weeds and debris. All lots without structures shall be kept relatively free of weeds and undesirable growth and debris.

No lot shall be used as or maintained as a dumping ground for trash, garbage or other waste and such materials shall be kept in sanitary containers. No trash or construction debris may be burned on any lot at any time, neither in an incinerator nor open fire. Each lot and its abutting street is 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.

4. 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 (20) years from the date these Covenants are recorded.

The Owners of said property have executed this Declaration dated
this 17th day of February, 2004.

THURGOOD DEVELOPMENT CORPORATION

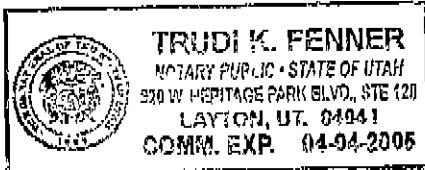
By: [Signature]
Denis R. Thurgood, President

By: [Signature]
Linda A. Thurgood, Vice-President

By: [Signature]
Lesli H. Bucher, Treasurer

STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

On the 17th day of February, 2004, personally
appeared before me Denis R. Thurgood, Linda A. Thurgood, and Lesli H.
Bucher, the President, Vice-President, and Treasurer respectively of
THURGOOD DEVELOPMENT CORPORATION, a corporation of the State
of Utah, executing the foregoing instrument in the name of THURGOOD
DEVELOPMENT CORPORATION, and be acknowledged that they
executed the same as the act and deed of said corporation for the uses and
purposes therein mentioned.



[Signature]
NOTARY PUBLIC