

DECLARATION OF PROTECTIVE COVENANTS
AGREEMENTS, RESTRICTIONS, AND CONDITIONS
AFFECTING THE REAL PROPERTY KNOWN AS

495903

NORTH CANYON ESTATES PLAT B.

PREAMBLE

The Undersigned, WESTERN HOLDING CORPORATION, being the owner of land herein-
after described as NORTH CANYON ESTATES PLAT B, located in Davis County, Utah,
desiring to develop a residential area of distinctive and individual character
and to provide means by which such character may be safeguarded and protected,
does hereby make this Declaration of Protective Covenants, Agreements, Restrictions,
and Conditions as follows, to-wit:

WHEREAS, the undersigned is the legal and beneficial owner of a certain
tract of land situated in Davis County, State of Utah, described as follows:

North Canyon Estates Plat B

WHEREAS, the undersigned are about to sell the property as described
heretofore, which they desire to subject, pursuant to a general plan of improve-
ment, to certain restrictions, conditions, covenants and agreement, between
them and the several purchasers of said property and between the several pur-
chasers of said property themselves as hereinafter set forth:

NOW THEREFORE, the undersigned declare that the property described heretofore
is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated,
and subject to the following restrictions, conditions, and agreements between
it and the several owners and purchasers of said property as between themselves
and their heirs, successors and assigns.

1. LAND USE AND BUILDING TYPE

No lots shall be used except for residential purposes. No buildings shall
be erected, altered, placed or permitted to remain on any lots other than one
detached single family dwelling with private garage for at least two cars, the
plans for which must be approved in advance by the Architectural Control Committee
referred to hereafter.

2. ARCHITECTURAL CONTROL

No building or structure shall be erected or altered on any lot in the above
described real property until the construction plans and specifications and a
plot plan showing the location of the proposed structure have been approved by
the Architectural Control Committee as to size, height, quality, materials,
harmony of design of the proposed structure to the locale and as to the location
of the proposed structure with respect to topography and grade. Buildings shall
be designed to preserve the natural beauty of the area. Only those exterior
materials which will blend harmoniously into the natural environment, with special
emphasis on earth-toned colors, shall be permitted. Wood shake shingles, or
simulated wood shake with fire retardant underlayment, shall be required on the
exterior roofs of all structures. Masonry (brick and stone) exteriors are
strongly encouraged. The Architectural Control Committee shall have final
control for approval of color and material plans. Minimum roof pitch shall be
4/12. No structures shall have gravel built-up type roof. Construction time for
any home shall not exceed (12) twelve months from the date construction commenced.

Construction of all homes in NORTH CANYON ESTATES PLAT B will be by
KAY PETERSON CONSTRUCTION COMPANY, unless otherwise indicated and approved by
the Architectural Control Committee.

3. ARCHITECTURAL CONTROL COMMITTEE, shall be composed of the officers of WESTERN
HOLDING CORPORATION, A Utah Corporation, or owners of lots of the property
subdivided in the real property described above, not to exceed three (3) in
number who shall initially be appointed by the officers of WESTERN HOLDING
CORPORATION. When comprised of owners of lots, the terms of the committeemen
shall be for the term of one (1) year or until a successor is duly elected
and qualified. After initial appointment, committeemen may be elected by
a majority of the persons owning lots in the above described

Approved at request of *Richard Mc Carver* Fee Paid \$ *17.00*
Date *MAY 16 1978* at *10:05 a.m.* MARGUERITE S. DOURNE Recorder Davis County
by *Shirley Manning* Security Book *707* Page *740*

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Richard Mc Carver
402 S. 1300 E.
44-542
12/17/78

real property with each lot owner to have one vote per committee member. 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 its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

The Architectural Control Committee shall be composed of Van Ellsworth, 2642 South 500 West, Bountiful, Utah; Kay Peterson, 3035 South 950 East, Bountiful, Utah; Guy Erickson, c/o Western Holding Corporation, 780 East South Temple, Salt Lake City, Utah. A majority of the committee may designate a representative to act for it. In the event of 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 its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. However, this compensation provision shall not apply to the declarant or his designated representative for a period of three years after the date this document is recorded. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee to restore to it any of its powers and duties.

4. ARCHITECTURAL CONTROL COMMITTEE PROCEDURE

The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. Plans and specifications, including exterior color and material proposals, shall be submitted to the committee in duplicate and one approved set shall be returned to the lot owner. In the event the committee or its designated representative fails to approve or disapprove the proposed construction or action within thirty (30) days after plans and specifications have been submitted to it, approval will not be required and the related covenants shall be deemed to have been duly complied with. The Architectural Control Committee shall be substantially governed by the Building and Zoning Ordinances of Bountiful, Utah, except where stricter provisions are deemed to be appropriate to maintain the quality and environment of the structures built on the property above described or where specific provisions of these covenants are applicable. The committee's approval or disapproval as required in these covenants shall be in writing.

5. DWELLING QUALITY AND SIZE

All structures constructed on the property described herein shall be of good quality workmanship and materials. The main floor area of the primary structure shall be not less than sixteen hundred square feet (1600 Sq. Ft.) for a one story dwelling or not less than 1250 sq. ft. on main floor for a two story dwelling exclusive of open porches and garages except as provided for hereafter. Deviations from this area requirement can only be made upon written approval, in advance, from the Architectural Control Committee, upon a showing of an extraordinary increase in quality in a unit with less than 1600 sq. ft. to warrant reduction from the minimum area requirement.

6. NUISANCES

No noxious or offensive trade or activity shall be conducted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. All recreational vehicles shall be parked off the street and screened from view from the street at the set-back line of the residence. Recreational vehicles shall not be parked overnight on the street nor in driveways in front of the residence set-back line, but shall be allowed to remain overnight on the property above described only if housed in a garage or screened from the street behind the set-back line of the residence. Failure to comply with the provisions hereof shall constitute a nuisance. No mobile or prefabricated homes will be permitted for occupancy. No used buildings of any kind shall be placed on any lot.

7. HOUSEHOLD PETS

No animals or fowls shall be kept, housed or permitted to be kept or housed on any lot except household pets customarily permitted in the house and not kept or used for breeding purposes. Household pets permitted do not include any inherently or potentially dangerous animals, birds or reptiles.

8. APPEARANCE, SANITATION AND FIRE HAZARD CONTROL

No lots shall have accumulated thereon any rubbish, trash or unsightly debris. Upon failure or neglect of any owner to remove such materials or weeds from his property within 10 days after written notice to remove has been mailed to him by the Architectural Control Committee, the Committee may cause the same to be removed and the individual lot owner will be responsible for the reasonable expenses of such removal.

Each residence shall have installed surrounding it a sprinkler system for fire protection which may also be used for irrigation. All residents shall strictly comply with all state laws and city ordinances pertaining to fire hazard control.

All stacks and chimneys from fireplaces in which combustibles other than natural gas, are burned shall be fitted with spark arrestors.

Each residence shall have and maintain in operable condition at least 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year round water source.

9. GARBAGE AND REFUSE DISPOSAL

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. 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 materials or other objects are to be stored on any lot in view of the general public.

10. FENCES AND SCREENS

No fence or screen shall be erected without the prior written consent of the Architectural Control Committee. All fences must be approved by the Architectural Control Committee before erection of said fence. It is intended that the natural continuing growth of existing foliage and trees will serve as a natural barrier in place of fences.

The use of screen fences shall be allowed to a limited extent to add privacy to patios and provide sight screening for recreational vehicle storage spaces behind the set-back line on individual residences.

No fence or screen shall be erected so as to constitute a traffic hazard, particularly near driveways and street intersections. No fence will be permitted to extend beyond the front of any home towards the street. No fences shall be constructed in the front yard of any lot as the front yard is defined in the zoning ordinances of Bountiful, Utah, except hedges or other continuous growth of shrubs or trees.

11. FOILAGE AND LANDSCAPING

Only such foilage shall be removed from each lot as is necessary for clearing the driveway, excavation for the foundation, and for lawn and patio areas. In general, the lawn and patio area shall not exceed in area the square foot area of the main level of the house erected on the lot. Deviations from this standard will be allowed by the Architectural Control Committee only for good cause shown.

Trees, lawns, shrubs or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense. All landscaping of front yards, including the area between the curb and the sidewalk, shall be in conformity with such landscaping design, pattern or standards as are established by the Architectural Control Committee.

12. OIL AND MINING OPERATIONS

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

13. ANTENNA

No large or otherwise unusual exterior radio and/or television antennas shall

be erected or maintained on the property without the written approval of the Architectural Control Committee. Their decision will be final in each instance.

14. FURTHER SUBDIVIDING

No lot may be further subdivided nor any easement or other interest therein less than the whole be conveyed by the owner thereof without the prior written approval of the Architectural Control Committee; provided, however, that nothing herein shall be deemed to prevent or require the approval of the Architectural Control Committee for the transfer or sale of any lot to more than one person to be held by them as tenants in common or joint tenants.

15. AMENDMENTS

These covenants may be amended or renewed upon written approval of at least seventy-five (75%) of the owners of lots within the protected area. Each owner is entitled to one vote for each lot owned in said protected area.

16. TERMS

These 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. They may be renewed thereafter pursuant to the provisions of paragraph 10 above.

GENERAL PROVISIONS.

A - TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 40 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

B - ENFORCEMENT

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

C - SEVERABILITY

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

Attest:

G. Ray Hale

G. Ray Hale Secretary

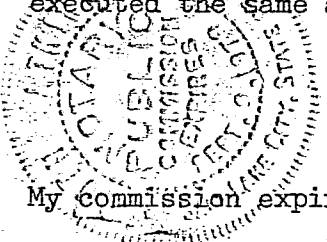
WESTERN HOLDING CORPORATION

By *Guy Erickson*

Guy Erickson President

STATE OF UTAH,)
) ss.
County of Salt Lake)

On the 13th day of December, A.D. 1977 personally appeared before me Guy Erickson and G. Ray Hale who being by me duly sworn did say, each for himself, that he, the said Guy Erickson is the president, and he, the said G. Ray Hale is the secretary, of WESTERN HOLDING CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Guy Erickson and G. Ray Hale each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Reith A. Erickson

Notary Public

My commission expires September 9, 1979 My residence is Salt Lake, Utah