

DECLARATION OF RESTRICTIONS

447733

KAYS CREEK SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That First Security Bank of Utah NA, Trustee and Stan Naisbitt dba Guaranty Construction Company (hereafter referred to as "Developer") being the owners of that property in Davis County, Utah, described as follows:

Lots 1 through 19 inclusive, KAYS CREEK SUBDIVISION, a subdivision according to the official plat thereof, recorded in the records of Davis County as Entry No. 442401 in Book 616, Page 84 (hereinafter referred to as "Subdivision")

and desiring to establish the nature of the use and enjoyment thereof, does declare said premises subject to the following express covenants, conditions and restrictions:

1. Single Family Residential Use. All of said lots in the Subdivision shall be known and described as, and limited in use to, single-family residential lots.

2. Construction. All structures on said lots shall be of new construction, and no buildings shall be moved from any other location onto any of said lots, except as provided in paragraph 3 herein. All construction work shall be prosecuted diligently from commencement until completion.

3. Temporary Structures. No structure shall be constructed or placed on any lot prior to construction and completion of the dwelling house permitted in paragraphs 4 and 5 herein, except as follows: Subject to prior approval of Developer, temporary structures may be erected or placed on a lot when the same are used in connection with the construction of the dwelling house permitted under paragraphs 4 and 5, and such temporary structures shall be promptly removed upon completion of said dwelling house. Subject to prior approval of Developer, a temporary sales office used only for the original sale of lots and/or houses constructed or to be constructed on lots within this Subdivision may be erected, placed or maintained on a lot during the original sale thereof; and said temporary sales office shall be promptly removed upon the completion of the original sale of the lots and/or houses in this Subdivision.

4. Submission of Plans. Subject to the restrictions set forth in paragraph 5 herein, no building, fence, wall, antenna, tower, cooling unit or structure of any kind or character shall be commenced, erected, placed or maintained on any lot unless and until plans and specifications (including but not limited to grading and landscape plans) showing the nature, location, quality of proposed materials, size, area, height, color, shape and design thereof first shall have been submitted to and approved in writing by Developer and a copy thereof as finally approved lodged permanently with said Developer. Failure of Developer to reject in writing said plans and specifications within sixty (60) days from the date they are submitted to Developer shall constitute approval of said plans and specifications. Developer shall have the right to refuse to approve any such plans or specifications which, in its opinion, are not suitable or desirable with respect to the individual lot concerned or the Subdivision as a whole. In this regard, Developer shall have the right to take into consideration the matters mentioned above, as well as the aesthetics of the proposed building or other structure, the harmony thereof with the surroundings, the effect of the building or any structure as seen from the adjacent or neighboring property and the effect on the Subdivision as a whole. All subsequent exterior additions, changes or alterations, including but not limited to painting, of any building, fence, wall, antenna,

Recorded at request of SECURITY TITLE COMPANY, Ord or No. 34, Fee Paid 2.00
Book 22 1976 at 9 A.M. MARGUERITE S. BOURNE Recorder Davis County
By *[Signature]* Deputy Book 625 Page 324

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tower, cooling unit or other structure of any kind or character shall be subject to the prior approval of Developer or his assigns under the same conditions herein set forth.

5. Building Requirements. The following restrictions shall apply whether Developer approves, or fails to approve, the plans and specifications pursuant to paragraph 4 herein:

(a) Type of House. No building other than one single-family dwelling house, with no less than a two-car garage or side-entry carport attached thereto, shall be constructed or permitted on a lot. This shall not prohibit such other attachments to the dwelling house as are permitted under subparagraph (b) herein. The dwelling houses on lots 1 through 7 and 14 through 19 inclusive, shall not exceed two stories in height; the dwelling houses on lots 8 through 13 inclusive, shall not exceed one and a half (split-level) story in height as viewed from the front (street) elevation.

(b) Attachments. Any structure such as a garage, carport, storage room, bathhouse, etc., having a roof and/or walls above the surface of the ground, shall be attached to the dwelling house and shall comply with the foregoing height restrictions. This shall not prohibit unattached private recreational facilities, including swimming pools, tennis or badminton courts, etc. on a lot.

(c) Dwelling Quality and Size. The ground floor area of the main structure, exclusive of garage, exterior storage rooms, and open porches, shall be not less than 1700 square feet for a one-story dwelling, nor less than 1400 square feet for a two-story dwelling. In a split-level dwelling the combined area of the single level and one of the two levels in the adjoining two-story portion of the dwelling, exclusive of garage, exterior storage rooms, and open porches, shall not total less than 1700 square feet.

(d) Set Back Lines. Unless a written exception is granted by the Developer where unusual circumstances exist, the following set back lines shall apply:

(1) Excepting lots 8 through 14 inclusive, no building shall be located on any lot nearer than 40 feet to the front lot line, or nearer than 25 feet to any side street line.

(2) On lots 8 through 14 inclusive, no building shall be located on any lot nearer than 35 feet to the front lot line, or nearer than 25 feet to any side street line.

(3) No building shall be located nearer than 12 feet to an interior lot line, and both side yards, when added together, shall be at least 28 feet.

(4) No dwelling shall be located farther than 75 feet from the front lot line or nearer than 30 feet to the rear lot line.

(5) For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(e) Lot Area and Width. No dwelling shall be erected or placed on any lot having a width of less than 100 feet at the point where there is proposed to be located that part of the dwelling closest to the front street, nor shall any dwelling be erected or placed on any lot having an area of less than 15,000 square feet.

(f) Hedges, Fences and Walls. Unless approved by Developer, no hedge more than 3 feet high and no fence or wall, except a split rail fence not more than 2 feet 6 inches high, shall be erected, placed or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot and, where said hedge, fence or wall is located between two lots, it shall not be closer to the front street than the front of the adjoining residence. On corner lots, any hedge, fence or wall other than a hedge or fence allowed above, erected or placed on the side yard adjacent to the side street shall be located back from the side lot line at least as far as the minimum required for a residential structure. In no case will chain link fencing be erected or placed forward of the rear wall of the residential structure where such fence would face the front or side street.

(g) Antennas. Each dwelling house shall have installed during construction an inside television antenna. All subsequent radio, television and other antennas of every kind or nature shall be located so that it (or any portion of the structure thereof) shall not be visible from the outside of the dwelling house.

(h) Heating and Air Conditioning Units. All heating, air conditioning or other heating or cooling equipment of any nature whatsoever, if placed outside the dwelling house, shall either be located on the ground or screened or concealed from neighboring property and the streets. All such units, if located on the roof of the dwelling, shall be installed on the rear portion of the roof away from the street and below the ridge line. Any portion of such installation that is seen from the street shall be screened in such a manner as will harmonize with the balance of the residence. Such screening shall be subject to the approval of Developer.

(i) Service and Utility Lines. Electric, power, telephone, television and other service and utility lines of every kind or character (whether now or hereafter invented or used) shall be placed and kept underground (except to the extent, if any such underground placement may be prohibited by law). This restriction shall apply to the service and utility lines for each and every lot in the Subdivision, as well as to the distribution lines located in the streets or elsewhere in the Subdivision. However, the foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers, where required.

6. Nuisances. No noxious or offensive activity may be carried on or permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the premises be used for business, professional, commercial or institutional purposes.

7. Animals and Pets. No animals, fish or birds of any kind shall be raised, bred, or kept on any lot; except that commonly accepted household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purposes.

8. Clothes Lines and Storage. All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened so as to conceal them from view of neighboring property and streets.

9. Garbage and Refuse Disposal. All rubbish, trash or garbage shall be kept in containers, out of view, and not allowed to accumulate on the premises. No rubbish, trash or garbage shall be burned on the premises. Incinerators of every kind shall be prohibited. An electric garbage disposal unit shall be installed in each dwelling house.

10. Vehicle Parking. No trucks, buses, trailers, boats, campers, snowmobiles, etc. (other than passenger automobiles and pickup trucks, 3/4 ton or less, not having a camper, shell or other attachment which extends above the normal roof line of the cab) shall be parked on any lot except where such parking area is located entirely to the rear of the frontmost portion of the residence and then only if such area has sufficient screening to substantially conceal the parked unit from view of the street and neighboring property. Such screening shall be subject to approval of Developer. Garages and/or carports as allowed under these covenants shall be considered as sufficient for meeting this requirement provided the unit being parked can be entirely contained therein.

11. Excavations and Grading. No excavating or grading shall be done that may cause either temporary or permanent erosion of dirt or soil onto adjacent lots or property. No excavating or grading shall be done that concentrates or diverts the natural flow of water onto adjacent lots or property.

12. Conveyance Restrictions. Deed of conveyance of the premises, or any part thereof may contain the foregoing restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, each and all of said restrictive covenants shall be valid and binding upon the respective Grantees. Invalidation of any one of the reservations, covenants or restrictions herein by judgment, order or decree of a court of competent jurisdiction shall not affect any of the other reservations, covenants or restrictions, which shall remain in full force and effect.

This Declaration is made this 25th day of October, 1976.

Stan Naisbitt
DBA Guaranty Construction Company

By Stan Naisbitt
Stan Naisbitt

First Security Bank of Utah NA, Trustee

By Stephen Mather

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss.

My commission will expire:
10 October 1977

This instrument was acknowledged before me
this 28th day of October, 1976
by Stan Naisbitt.

Virginia M. Clark
Notary Public

STATE OF UTAH)
COUNTY OF WEBER) ss.

My commission will expire:
4-21-80

This instrument was acknowledged before me
this 7th day of Nov, 1976
by Stephen Mather

David B. Hart
Notary Public