

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

~~ENT 37337 BK 3435 PG 368~~
WINA B REID UTAH CO RECORDER BY MB
1994 MAY 4 2:40 PM FEE 26.00
RECORDED FOR HERBERT H HALLIDAY
M2 3818 Ruth Drive
SLC 84124

NOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owners of the following described real property situated in Cedar Valley, County of Utah, State of Utah, to-wit:

All of Lots 1 to 11, both inclusive, White Hills Country Estates, Plat "A", according to the official plat thereof as recorded in the office of the County Recorder of Utah County, State of Utah.

in consideration of the premises and as part of the general plan for the development, use and enjoyment of the aforesaid real property, do hereby declare said premises subject to the following covenants, conditions and restrictions, to-wit:

1. The restrictions and covenants herein contained shall run with the land and be binding upon the undersigned and all parties having any right, title, or interest in the described property or any part thereof, their heirs, successors in interest and assigns, and shall inure to the benefit of each owner thereof.

2. No lot shall be used except for residential and ranchette purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height, a private garage or carport for not more than three cars, a barn, stable, or riding arena not to exceed two stories in height and such other accessory buildings as are approved by the Architectural and Agriculture Control Committee.

3. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural and Agricultural Control Committee as to conformity and harmony of external design with existing structures in the subdivision.

4. No residential dwelling shall be erected or placed on any lot nearer than fifty nor more than seventy-five feet from the front lot line, or nearer than twenty five feet to any side lot line or rear lot line. The ground floor area of a residential dwelling, exclusive of one-story open porches and garages shall be not less than one thousand five hundred (1,500) square feet.

5. No commercial, industrial, business or enterprise of any kind or nature shall be carried on or upon said premises. No lot shall be used except for residential and ranchette purposes. No lot shall be divided or re-subdivided into smaller lots or parcels. No temporary structure of any kind or size shall be permitted except when used for a reasonable period of time to aid in the construction of an approved structure or for brief vacation periods, and then and only after receipt of prior written approval from the Architectural and Agricultural Control Committee. The term "structure" shall mean any building, improvement, shack, tent, trailer, mobile home, dwelling place, garage, storage shed and any other type of structure having similar characteristics of the aforementioned items.

2ND RECORDING
ENT 27744 BK 3670 PG 640
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1995 MAY 4 12:05 PM FEE 26.00 BY AC
RECORDED FOR HERBERT H HALLIDAY
(5) (M) 3818 Ruth DR SLC 84124

6. There presently is located on approximately 1.2 acres of Lot 3 a pre-existing commercial activity, namely a concrete plant owned by White Concrete Products, Inc. This activity shall, anything contained in these covenants to the contrary, notwithstanding, be permitted to continue on a temporary basis, shall not be expanded beyond said 1.2 acres and shall continue to be used only for the development of the surrounding property. Lot 3 shall not be sold by the subdivider until said concrete plant has been removed.

7. No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No storage of any articles, material, equipment or vehicle of any nature shall be permitted in the front yard portion of any lot except that regularly used passenger cars and pick-up trucks can be parked on driveway areas. Trailers, trucks, campers, boats and all types of accessory equipment are permitted to be stored or repaired only inside a structure or on the rear yard areas of each lot. Each lot is to be developed and maintained by its owner in an attractive, safe and sanitary manner. The lots shall at all times be kept free of debris, refuse, weeds and other flammable materials which may constitute a fire or health hazard.

8. Permitted pets, poultry and livestock are to be adequately fenced, housed or stabled in sanitary facilities to prevent offensive odors, insects and diseases.

9. Pets and fowl which are generally associated with estate type living and which are kept only for family use and not for any commercial purpose are permitted on any lot. Mink, and other fur bearing animals and pigs or swine, are not permitted on any lots either temporarily or permanently. Not more than two large animals, per acre shall be permitted on any lot. Large animals are hereby defined as horses, mules, donkeys, cattle, sheep, goats, buffalo, llamas, camels and ostriches. The Architectural and Agricultural Control Committee shall determine what is a reasonable number of domestic pets and fowl that may be kept, bred or raised on said property.

10. All vehicles operated on said property shall be properly licensed, inspected and maintained so as to not create a dangerous situation, become a nuisance or emit unreasonable smoke, oil or noise. The Architectural and Agricultural Control Committee shall have the power to restrict the use of any vehicle which creates such a nuisance or noise so as to prevent any lot owner or owners from the proper enjoyment of their property.

11. No lot shall be used or maintained as a dumping ground for rubbish, garbage, trash, obnoxious or offensive material or objects. No waste including animal waste of any kind or weeds or any other unsightly growth shall be permitted to accumulate, grow or remain on any of said lots. Such items shall not be kept, except in sanitary containers. All containers and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

12. Water to be supplied to the area by the White Hills Water Company for the use of lot owners shall be used only for culinary purposes, and for watering permitted pets and livestock, and for the maintenance of a reasonably sized landscaped area of grass, trees, flowers and shrubs surrounding the residential dwelling on each lot. No water is available for irrigation of agricultural crops other than a small vegetable garden and not to

exceed five fruit trees. Upon application and payment of the connection fee a one inch water service is available for each lot.

13. The Architectural and Agricultural Control Committee is composed of White Hills Land Company, a Corporation of Utah or any representative or representatives that said Corporation may designate to act for it. In the event of the resignation of White Hills Land Company, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to designate three individuals to constitute said committee. In the event of death or resignation of any one or more members of said committee the remaining members shall have full authority to designate a successor. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction of a structure has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

14. Enforcement of these covenants shall be by proceedings at law or in equity against any person or entities violating or attempting to violate any covenant, either to restrain violation or to recover damages or any other available lawful remedy. Enforcement may be by the Architectural and Agricultural Control Committee or by any affected property owner or owners. The failure promptly to enforce the violation any of the covenants, conditions and restrictions shall not bar their enforcement at a later date and shall in no event be deemed a waiver of the right to do so thereafter. Any award of damages by judgment or court order if not promptly paid shall constitute a lien against the real property owned by the judgment debtor which lien may be foreclosed and the property sold to satisfy the same, all in accordance with the laws of the State of Utah.

15. Invalidation of any one of these covenants in whole or in part by judgment or court order or otherwise shall not affect the validity of any of the other provisions hereof and such other provisions shall remain in full force and effect.

16. These covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them and all parties and all persons having ownership of the real property described herein for a period of thirty years from the date these covenants are recorded, after which time said covenants are to be automatically extended for successive periods of ten years unless a written instrument signed by seventy five percent (75%) of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Dated this 28th day of April 1994.

White Hills Land Company

By: Mary J. White pro

By: Gloria W. Halliday, Sec.

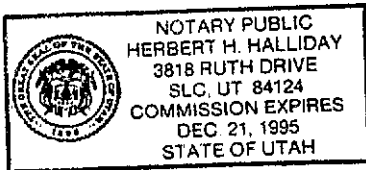
White Concrete Products, Inc.

By: Gary H. White *per*

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

ENT 27744 BK 3670 PG 643

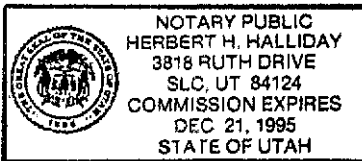
On the 28th day of April 1994 personally appeared before me Gary H. White and Gloria W. Halliday who being by me duly sworn did say, each for himself, that he, the said Gary H. White is the president, and she, the said Gloria W. Halliday is the secretary of White Hills Land Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said Gary H. White and Gloria W. Halliday each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Herbert W. Halliday
Notary Public
Residing at Salt Lake City, Utah.

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 28th day of April 1994 personally appeared before me Gary H. White who being by me duly sworn did say that he, the said Gary H. White is the president of White Concrete Products, Inc. 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 Gary H. White duly acknowledged to me that said Corporation executed the same and that the seal affixed is the seal of said Corporation.



Herbert W. Halliday
Notary Public
Residing at Salt Lake City, Utah.