

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WHITE HILLS SUBDIVISION PLAT "B"

This Declaration is made this 7<sup>th</sup> day of  
September 1995, by White Hills Land Company, a  
Corporation of Utah, hereinafter referred to as "Declarant"

W I T N E S S E T H :

Whereas Declarant is the owner of the following described  
real property situate in Cedar Valley, Utah County, State of  
Utah, to-wit:

All of Lots 15 to 24, both inclusive; 40  
and 41; 50 and 51; 60, 60A, 61, 61A, 62  
to 66 both inclusive; 67A, 67B, 67C,  
67D, and 67E; 68 to 75 both inclusive;  
87, 96 and 97, White Hills Subdivision  
Plat "B", according to the official plat  
thereof recorded in the office of the  
County Recorder of Utah County, Utah,

And Whereas Declarant intends that said subdivision lots  
and each of them shall hereafter be subject to the Covenants,  
Conditions and Restrictions herein set forth,

NOW THEREFORE, Declarant hereby declares for the purpose  
of protecting the value and desirability of said subdivision lots  
that all of said subdivision lots shall be held, sold and  
conveyed subject to the following easements, restrictions,  
covenants, and conditions, which shall run with said real  
property, and be binding on all parties having any right, title  
or interest in said real property or any part thereof, their  
heirs, successors and assigns, and shall inure to the benefit of  
each owner thereof:

## ARTICLE I

## ARCHITECTURAL CONTROL

SECTION 1. The Architectural Control Committee shall be composed of Kenneth F. White, David K. White, and Joyce W. Jackson. 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 of the Committee shall have full authority to select a successor. Neither members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

SECTION 2. The Committee's approval or disapproval as required in these covenants shall be in writing. A lot owner must submit a set of formal plans, specifications and site plan to the Committee before the review process can commence. In the event the Committee or its designated representative fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction 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.

SECTION 3. No building, fence, wall or other structure shall be commenced, erected or maintained in the Subdivision, nor shall any exterior addition to or change or alteration therein be made until materials, and location of the same shall have been submitted to and approved in writing as to the harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee.

## ARTICLE II

## RESIDENTIAL AREA COVENANTS

SECTION 1. No Lot shall be used except for residential 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, and private garages and/or carports for not more than three vehicles. All construction shall be comprised of new materials, except that used brick may be used with prior written approval of the Architectural Control Committee.

SECTION 2. Dwelling size. The ground floor level of any residential dwelling exclusive of open porches and garages or carports shall be not less than 1100 square feet and the second level must equal at least 2/3 of the ground floor level.

SECTION 3. Setbacks and Side Yards. No structure shall be located on any subdivision lot nearer than 30 feet to the front lot line or nearer than 30 feet to any side street line. No residential dwelling shall be located nearer than 14 feet to any side yard line, rear yard line or any interior lot line, except that a one-foot minimum side yard shall be permitted for a garage or other permitted accessory building located 100 feet or more from the front lot line so long as such buildings do not encroach upon any easements. For the purpose of this Covenant, eaves and steps shall not be considered as a part of a building provided however that this shall not be construed to permit any portion of any building on a subdivision lot to encroach upon another lot.

SECTION 4. Easement. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat of said subdivision. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easement or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.

SECTION 5. Nuisances. No noxious or offensive activity 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 clothes drying or storage of any articles which are unsightly in the opinion of the architectural

committee will be permitted in carports unless in an enclosed area designed for such purpose. No automobiles, trailers, boats or other vehicles are to be stored on streets or front or side yards unless they are in running condition, properly licensed and are being regularly used.

SECTION 6. Temporary Structures. No structure of a temporary character, trailer, motor home, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No mobile homes are permitted.

SECTION 7. 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 streets are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly material or other objects are to be stored on any lot in view of the general public.

SECTION 8. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street line or in case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

SECTION 9. Landscaping. All front and side yards must be landscaped within 1 year after the residential dwelling is occupied. Rear yards must be landscaped within 2 years of occupation of dwelling.

SECTION 10. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the

construction and sales period.

SECTION 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

SECTION 12. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operation 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.

SECTION 13. Slope and Drainage Control. No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvement, for which a public authority or utility company is responsible.

SECTION 14. County Ordinances. All improvements on each lot shall be made, constructed and maintained and all activities on each lot shall be undertaken in conformity with all laws and ordinances of Utah County, State of Utah which may apply, including without limiting the generality of the foregoing, all zoning and land use ordinances.

### ARTICLE III

#### GENERAL PROVISIONS

SECTION 1. Enforcement. Any Owner shall have the right to enforce, by a proceeding at law or in equity, all

restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration; and the right to recover damages. Failure by any Owner to enforce any covenants or restriction herein contained or recover damages shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated by a vote of at least seventy-five percent (75%) of the total votes of all Owners, which vote shall be taken at a duly called meeting. Any such amendment or termination shall be reduced to writing, signed, and recorded against the lots.

IN WITNESS WHEREOF, the Declarant has hereunto set its hand this 7th day of September 1995.

White Hills Land Company

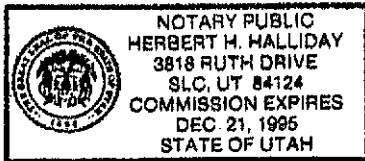
Gloria W. Halliday  
Secretary

By: Gary H. White  
President

State of Utah )  
                  : ss.  
County of Salt Lake)

On the 7th day of September 1995  
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.



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