

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO CEDAR HOLLOW AND COOPER CORP. (ALL PLATS)**

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Cedar Hollow, Inc. and COOPER CORP. caused to be surveyed and platted the lands hereinafter described under the name of Cedar Hollow, Inc. and COOPER CORP. (all plats), and has caused the same to be subdivided into blocks, lots, streets, avenues, drives and public ways as shown on the accompanying plat. Cedar Hollow Inc. and COOPER CORP> herewith makes the following declaration of protective covenants and restrictions which shall apply to and run with all of the lots located in Cedar Hollow Inc. and COOPER CORP. (all plats).

DESCRIPTION

Please refer to Exhibit "A" attached hereto and incorporated by references as if fully stated herein.

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RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jan 05 4:10 pm FEE 48.00 BY SB
RECORDED FOR PROVO ABSTRACT COMPANY

RESERVATIONS, RESTRICTIONS AND COVENANTS

The Owner declares that the aforesaid land shown on the plat above referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants set forth.

DEFINITIONS

For the purpose of these restrictions, the word "Street" shall mean any street, road, lane or avenue of whatever name which is shown or indicated on the aforesaid recorded plat of Cedar Hollow or COOPER CORP (all plats), and which has been heretofore dedicated to the public for the purpose of a public street.

The word "Lot" may mean either and lot as platted, or any tract or tracts of land conveyed which may consist of one or more lots, or a part or parts of one or more lots as platted, and upon which a residence may be erected in accordance with the restrictions hereinafter set forth, or as set forth in the individual deeds from Cedar Hollow, Inc. or COOPER CORP. or from its successors and assigns.

USE OF LAND

- A. No land shall be used, and no building or structure shall be constructed, enlarged, moved or maintained except in conformity with the use, area, frontage and other regulations as set forth by the applicable Zoning Ordinance in which it is located.

COURTESY RECORDING

This document is being recorded solely as a courtesy for the parties named herein. PROVO ABSTRACT COMPANY, INC. hereby disclaims any responsibility or liability for inaccuracies thereof.

- B. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure or a temporary character be used as a residence.
- C. No tank for the storage of fuel may be maintained above the surface of the ground without the written consent of the Architectural and Building Committee.
- D. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material shall be placed within the property lines of the plat upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.
- E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
- F. On-site parking shall be provided on each lot sufficient to accommodate all automobiles owned by persons living on the property. No truck, camper, boat, horse trailer, vacation trailer, trailer, etc. May be parked in front of the minimum building set back line. Only properly licensed and inspected vehicles that are operational shall be permitted to be kept on any lot. No junk vehicles will be allowed on property.
- G. 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, provided that one large sign may be placed at the entrance displaying the subdivision.
- H. No lot shall be divided or by title description separated, nor shall more than one single family dwelling be erected upon any lot within the subdivision.
- I. No owner of any lot within the subdivision shall rent or lease rooms or portions of any structure, less than the whole of said structure including all of the improvements upon any lot within the subdivision, and specifically shall not take in boarders, tenants, or students fro hire, nor shall any owner lease or rent any lot with improvements thereon for any purpose other than single family resident.

- J. Easements for installations and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planning or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. 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.
- K. 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 gases shall be erected, maintained or permitted upon any lot.
- L. 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 in any lot in view of the general public.
- M. All building to house livestock must be confined to the rear third of the lot. No outbuildings may be higher than 20 feet. Deviation from this standard may be approved by the Architectural Control Committee provided herein. All outbuildings are to be constructed of cinder block or cement block and are to be maintained in good repair and appearance.
- N. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot of less than two-thirds of an acre. All livestock are to be properly fenced and housed. Sanitary conditions are to be maintained at all times. No condition will be permitted contrary to Item 5 of this agreement. No pigs will be allowed. A maximum of two (2) animals comprised of any combination of horses, cattle, and sheep will be allowed. No animals may be kept for commercial purposes. Dogs and cats may be kept on any lot in reasonable numbers as pets for the pleasure and use of the occupants of said lot, but not for any commercial use or purpose. All other animals will be contained in numbers to a reasonable amount. The Architectural Control Committee shall have the right to determine what is a reasonable number or such animals. The number of animals per lot may be increased with increased size of a lot, but the increased number is to be determined and approved by the Architectural Control Committee.

- O. The following building location restrictions shall apply: (a) No structure may be located nearer than 30 feet to any street property line, or fail to meet minimum requirements on state and city roads; (b) No structure shall be located nearer than 10 feet to any side property line. For the purposes of this restriction, eaves, steps and open porches shall be considered as part of the structure. Where the topography of location of the property lines of any lot prevent reasonable construction of the permitted structures within the specified area, the Architectural Control Committee may, by affirmative action, permit a variation from the requirements of this restriction.
- P. The ground floor level of any dwellings, exclusive of basements and one-story open porches, shall be no less than 2000 square feet plus a three car garage; (semi-closed car- ports may be approved) except as may be specifically permitted in writing by the Architectural and Building Committee provided herein. Any home so designed as to have the garage as to have the garage underneath the main structure will be no small than 3500 square feet.
- Q. Homes will be of masonry or rock construction with variances having to be approved through the Architectural Control Committee. All blocks of sidewalk and curb broken while a home is being built shall be replaced by the building contractor of that home. In the first eight feet of height, stucco cannot exceed more than 50% on all four sides.
- R. Roofs must have a pitch of 7/12 or greater unless approved.
- S. Penalty for not following restrictive covenants are as follows: \$500.00 if not changed within 10 days after notification and \$50.00 each day thereafter until change is approved by Building Committee.
- T. Fine of \$500.00 per year if Building Committee is required to clean or maintain weed control of lot.

ARCHITECTURAL AND BUILDING COMMITTEE

The Architectural and Building Committee shall consist of five members: Gary A. Cooper, Carolyn L. Cooper, Cole A. Cooper, Tara K. Cooper, and Braden L. Cooper, who are hereby appointed by the Owner. The majority of the Committee shall constitute a quorum and the concurrence of at least three members shall be necessary to carry out the provisions applicable to this Committee. Until July 1, 2005, any or all members of the Committee may be removed by the Owner for any reason. In the event of death, removal or resignation of any of the member until July 1, 2005 upon failure of the Owner to appoint a replacement within thirty (30) days, then the surviving members of the Committee shall have full authority to appoint another person to fill the vacancy. Except for members appointed by the Owner, all members of the Committee must be residents of the subdivision at all time of their appointment. Should any member move his residence outside of the subdivision, he shall be disqualified to serve and the Committee shall declare vacancy.

NEW BUILDING AND PROCEDURE

To maintain a degree of protection to the investment which house owners in this area may make, homes of superior design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the state of Utah or by designers who in the opinion of the Committee possess outstanding ability and whose previous work may be reviewed as part of the approval process.

A. Preliminary drawings shall be filed for approval and acceptable before working drawings will be reviewed. Drawings shall include, as a minimum, the following:

1. Plot Plan to scale of entire site with buildings located and elevations of floors shown above or below a designated point on the street.
2. Floor Plans of each floor level to scale.
3. Elevations to scale of all sides of the house.
4. One major section through the house.
5. A perspective (optional).

Outline specifications shall give basic structure system and include all materials to be used on the exterior of the residence.

B. Final Plans shall be filed for approval and accepted before construction is begun. Drawings shall include, as a minimum, the following:

1. Plot plans to scale showing the entire site, building, garages, walks, drives, and retaining walls with elevations of floors from a designated point on the street.
2. Detailed floor plans.
3. Detailed elevations, indicating all materials and showing existing and finished grades.
4. Detailed sections- cross and longitudinal.
5. Details of cornices, porches, windows, doors, garages or car-ports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used supplemented with a notation of the colors of all materials to be used on the exterior of the residence.

COMMITTEE PROCEDURE

Any three members in agreement shall constitute the Committee to act on Committee business, and at least three members shall affix their signatures to any plans in approval or rejection as indicated or any correspondence pertaining to the subject upon which they have taken action.

The Committee shall accept or reject:

- A. Preliminary Plans of proposed residences (as defined herein).
- B. Final Plans of proposed residences (as defined herein).
- C. Planning Problems or complaints by property owners.
- D. One complete set of final plans.

The Committee shall act within 15 days on any of the above, and place its action in writing to be held as a permanent record, with copies to the parties concerned. If the Committee fails to accept or reject any of the above within 15 days, the same shall be automatically accepted.

An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where he shall be informed of the reason for the action so that he can take the steps necessary to obtain approval of his plans.

The Committee has the authority to judge building, materials, fences, etc., on whatever basis available to it with the aim of preserving what it feels are the best interest of the Property Owners. The criteria shall include aesthetics, reasonable protections of view, permanence of material, etc. All decisions of the Committee shall be final.

SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 163947 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AND THAT THIS IS TRUE AND CORRECT.

JUNE 13, 2005

DATE



(SEE SEAL BELOW)

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BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS NORTH 89 DEGREES 52'22" EAST 1637.38 FEET ALONG SECTION LINE AND NORTH 1329.42 FEET FROM THE SOUTHWEST CORNER OF SECTION 3, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00 DEGREES 19'50" EAST 170.00 FEET; THENCE SOUTH 89 DEGREES 40'10" EAST 39.95 FEET; THENCE NORTH 00 DEGREES 19'50" EAST 206.00 FEET; THENCE SOUTH 89 DEGREES 40'10" EAST 110.00 FEET; THENCE NORTH 00 DEGREES 19'50" EAST 206.00 FEET; THENCE NORTH 89 DEGREES 40'10" WEST 7.45 FEET; THENCE NORTH 00 DEGREES 19'50" EAST 150.00 FEET; THENCE SOUTH 89 DEGREES 40'10" EAST 115.00 FEET; THENCE NORTH 00 DEGREES 19'50" EAST 206.00 FEET; THENCE SOUTH 89 DEGREES 40'10" EAST 216.70 FEET; THENCE ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT 23.68 FEET (CENTRAL ANGLE = 90 DEGREES 27'11"), THE CHORD OF WHICH BEARS NORTH 45 DEGREES 06'15" EAST 21.30 FEET; THENCE NORTH 00 DEGREES 07'21" WEST 17.43 FEET; THENCE NORTH 89 DEGREES 52'39" EAST 183.00 FEET; THENCE SOUTH 00 DEGREES 06'57" EAST 972.02 FEET; THENCE NORTH 89 DEGREES 40'10" WEST 679.63 FEET TO THE POINT OF BEGINNING.

CONTAINS 12.0906 ACRES MORE OR LESS

BASIS OF BEARING = STATE PLANE COORDINATE SYSTEM

PLAT "J"
CEDAR HOLLOW