

18465

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
APPLYING TO CEDAR HOLLOW PLAT A

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, Cedar Hollow, Inc., caused to be surveyed and platted the lands hereinafter described under the name of Cedar Hollow Plat A, 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., 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 Plat A.

DESCRIPTION

Beginning at a point which is North 0.741 feet and East 333.515 feet from the Southwest Corner of Section 3, Township 5 South, Range 1 East, Salt Lake Base and Meridian. Thence North $00^{\circ}-44'-00''$ East 143.801 feet, thence North $89^{\circ}-55'-49''$ East 185.695 feet, thence North $00^{\circ}-04'-11''$ West 35.184 feet, thence North $89^{\circ}-55'-49''$ East 150.000 feet, thence North $00^{\circ}-04'-11''$ West 206.000 feet, thence North $89^{\circ}-55'-49''$ East 49.600 feet, thence North $00^{\circ}-04'-11''$ West 366.000 feet, thence North $89^{\circ}-55'-49''$ East 100.400 feet, thence North $00^{\circ}-04'-11''$ West 238.09 feet, thence Northwesterly 36.163 feet along a 74.000 foot radius curve to the left (chord bearing = North $14^{\circ}-04'-11''$ West 35.805 feet) thence North $28^{\circ}-04'-11''$ West 166.142 feet, thence Northeasterly 143.117 feet along a 100.000 foot radius curve to the right (chord bearing = North $12^{\circ}-55'-49''$ East 131.212 feet) thence North $36^{\circ}-04'-11''$ West 150.000 feet, thence North $53^{\circ}-55'-40''$ East 300.000 feet, thence South $36^{\circ}-04'-11''$ East 150.000 feet, thence South $00^{\circ}-23'-30''$ West 69.629 feet, thence South $00^{\circ}-04'-11''$ East 1404.379 feet, thence South $89^{\circ}-52'-22''$ West 672.711 feet along the Section line to the point of beginning. (Containing 10.9038 Acres)

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 herein 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 Plat A, and which has been heretofore dedicated to the public for the purpose of a public street.

The word "Lot" may mean either any 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 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.

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 of 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.

BOOK 1743 PAGE 856

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 plot 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 for hire nor shall any owner lease or rent any lot with improvements thereon for any purpose other than single family residence.

J. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. 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. 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 gasses 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 buildings 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 of 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 or 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 1500 square feet plus a double garage (22' x 24'), (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 underneath the main structure will be no smaller than 1800 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.

ARCHITECTURAL AND BUILDING COMMITTEE

The Architectural and Building Committee shall consist of five members: Richard Cooper, Gary A. Cooper, Carolyn L. Cooper, Gary L. Cooper, Bonnie J. 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, 1980, and or all member of the Committee may be removed by the Owner for any reason. In the event of death, removal or resignation of any of the members and until July 1, 1980, 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 the 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 a 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 accepted 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 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.

The Committee shall act within fifteen 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 fifteen 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.

IN WITNESS WHEREOF, the Owner, Cedar Hollow, Inc., has executed the above instrument this 16th day of February, 1979.

CEDAR HOLLOW, INC.

By Richard L. Cooper, pres.
Its President

ATTEST:
By Gary A. Cooper
Its Secretary

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 16th day of February, 1979, before me appeared RICHARD COOPER and GARY ALAN COOPER, who being by me duly sworn did say, each for himself, that he, the said RICHARD COOPER, is the President, and he, the said GARY ALAN COOPER, is the Secretary of Cedar Hollow, Inc., and that the within the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said RICHARD COOPER and GARY ALAN COOPER each duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Stanley R. Smith
NOTARY PUBLIC
Residing at Selti, Ut.

FILED AT THE REQUEST OF
Gary Cooper
1979 MAY 15 PM 12:42
NOTARY PUBLIC
DEPUTY CO. 844 FEE 19.50
PR 844 NO 19.50
PL S T R

759 N. 1st St.
Selti, Utah