



W2965682

Request For Notice

EH 2965682 PG 1 OF 23
LEANN H KILTS, WEBER COUNTY RECORDER
15 FEB 19 11:55 AM FEE \$54.00 DEP KL
FOR: HEREFORDSHIRE HOA

Purpose: The primary purpose for this Notice is to record the Herefordshire Property Owners Association (a P.U.D.) governing documents.

CONTACT INFORMATION:

Herefordshire Property Owners Association
P.O. Box 305
Roy, UT 84067

The following property is subject to this Request for Notice:

The following Tax parcel numbers apply to this notice:

08-127-0001-0017	08-141-0001-0011
08-128-0001-0022	08-142-0001-0027
08-129-0001-0011";	08-143-0001-0010'
08-137-0001-0012	08-144-0001-0014
08-138-0001-0012	08-145-0001-0006
08-139-0.001-0008	08-170-0001-0009

All lots in Herefordshire, Herefordshire 1, Herefordshire II, Herefordshire III, and Herefordshire IV, all of which are P.U.D. and are subject to dues.

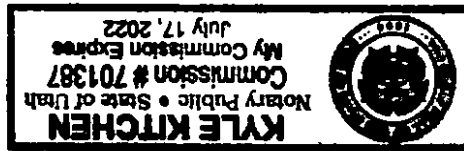
Herefordshire Property Owners Association
Treasurer

3 Attachments:

1. Declaration of Protective Covenants, Agreements, Restrictions and conditions affecting the real property known as **HEREFORDSHIRE**, a planned residential development
2. Certificate of Incorporation in the state of Utah
3. Herefordshire Property Owners Association BY-LAWS

On this 15th day of February, 2019, personally appeared before me: Robert Jurek, Board member of the Herefordshire Property Owners Association, personally known to me to be the persons described in, and who executed the foregoing instrument and acknowledged that he executed the same

Notary Public
Weber County
Utah



DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND CONDITIONS AFFECTING THE REAL PROPERTY KNOWN AS HEREFORDSHIRE, A PLANNED RESIDENTIAL DEVELOPMENT. 2965682 PG 2 OF 23

- TO -
WHOM IT MAY CONCERN

WHEREAS, the undersigned is the legal and beneficial owner of a certain tract of land situated in the City of Roy, Weber County, State of Utah, described as HEREFORDSHIRE, a planned residential development.

WHEREAS, the undersigned is about to sell the property described heretofore, which it desires to subject, pursuant to a general plan of improvement, to certain restrictions, conditions, covenants and agreements between itself and the several purchasers of said property and between the several purchasers of said property themselves as hereinafter set forth:

NOW, THEREFORE, the undersigned declares that the property described heretofore is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of said property as between themselves and their heirs, successors and assigns:

1. MUTUAL AND RECIPROCAL BENEFITS, ETC.: All of said restrictions, conditions, covenants and agreements shall be made for the direct and mutual and reciprocal benefit of each and every lot created on the above described property and shall be intended to create mutual and equitable servitude upon each of said lots in favor of each other lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the lots so created and to create a privity of contract and estate between the grantees of said lots, their heirs, successors and assigns, and shall, as to the owners of each lot in said tract, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots in said tract.

2. TERMS OF RESTRICTIONS: Each and all of said restrictions, conditions, covenants and agreements shall continue in full force and effect and be binding until the 1st day of January, 1992, upon which date same shall be automatically continued for successive periods of 10 years each, unless otherwise modified or terminated by the vote of the then record owners of a majority of the property.

3. PETS, ANIMALS, ETC.: No animal or fowl of any kind shall be raised, kept or quartered on any portion of the said property excepting only pets of the kind or number usual to a one-family household. Horses, sheep, ponies, goats, hogs, pigs, cows, chickens, ducks and guinea fowl are expressly prohibited.

4. PRIVATE RESIDENCE: MOVING OF STRUCTURES: Said premises shall be used for private residence purposes only, and no structure of any kind shall be moved from any other place upon said premises, nor shall any incomplete building be permitted to remain incomplete for a period in excess of one (1) year from the date the building was started unless approved by the Architectural Control Committee. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

5. FENCES, WALLS AND TREES: Fences and walls shall be constructed in coordination with the general architecture of the surrounding area. No fence, wall or hedge over eight (8) feet in height shall be erected or grown any place on said premises. All fences must be approved by the Architectural Control Committee. Each owner will have the option of choosing some type of wooden fence.

6. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two or seven thereof, each lot owner of record shall be entitled to one vote for each lot owned by him.

7. ARCHITECTURAL CONTROL COMMITTEE: An Architectural Control Committee consisting of three members has been created by the undersigned, and the undersigned may fill vacancies in the Committee and remove members thereof at their pleasure; provided however, that when 90% of the lots in said tract have been sold (either deeded or sold under contract of sale) thereafter, upon written designation by 85% of those who are owners (either under contract of purchase, or in fee) of lots in said tract, of one person whom such owners desire to make a member of said Committee, the undersigned will appoint such person on the Committee, and, if necessary, will remove from said Committee existing member thereof in order to create vacancy for the new appointment. The functions of said Committee shall be, in addition to the functions elsewhere in this declaration set forth, to pass upon, approve or reject any plans or specifications for structures to be erected on lots in said tract, so that all structures shall conform to the restrictions and general plans of the undersigned, and of the Committee, for the improvement and development of the whole tract. Nothing in this paragraph shall be construed as authorizing or empowering the Committee to change or waive any restrictions which are set forth in this declaration except as herein specifically provided. The Committee may act by any two of its members, and any authorization, approval or power made by the Committee must be in writing signed by at least two members.

8. IMPROVEMENTS:

a. Structural Restrictions: The following standards apply:

Wood, when used, shall be painted or stained in Herefordshire or other acceptable colors as provided and specified to owner.

Stucco, when used, shall be painted in Herefordshire or other acceptable colors.

Brick, when used, shall be in Herefordshire or other acceptable colors as provided and specified to owner. Also, stone trim or facing in colors which are harmonious with brick or Herefordshire colors may be used.

The materials acceptable for roofing are: (1) wood shingles, painted or stained in Herefordshire or other acceptable colors or graphite and oil base stains; (2) composition shingles in Herefordshire or other acceptable colors; (3) tile roofs and gravel roofs in the natural colors. All auxiliary structures as specified above.

The total floor area of the main structure, exclusive of porches and garages, shall be not less than 1,200 square feet. The width of the front of the main structure shall be in harmony with other dwellings in the addition.

No dwelling or residence or any other structure shall be designed or planned or constructed of more than two stories in height.

b. Architectural Committee Approval: No building shall be erected, placed, or altered on any building plot in this subdivision until two complete sets of building plans and specifications and two plot plans of the location of such building shall have been delivered to the Architectural Committee and until such building plans, specifications and plot plan shall have been approved in writing by the Architectural Committee as being in conformity and harmony with the external design and location of the existing structures and the overall plan of the subdivision.

In the event the Architectural Committee, or its designated representative, fails to approve or disapprove any building plans, specifications and plot plans within thirty (30) days after the same are submitted to it; and if all terms contained in these restrictions have been complied with, the Architectural Committee shall be deemed to have approved such plans, specifications and plot plan. The Architectural Committee shall not be liable in damages for any action or failure or refusal to act pursuant to the provisions hereof. The Architectural Committee shall not receive fees for its services. All structures shall be completed within one (1) year from date of commencement of construction.

c. Temporary Structures: The undersigned, Peterson Ranching Company or any other person bona fide engaged in the sale of lots within said subdivision or in the construction of improvements thereon may maintain within the subdivision temporary sales or construction offices, any such construction or sales office to be removed within thirty days after written request to remove the same is delivered to the record owner of the lot by the Architectural Committee. Except for such temporary sales or construction offices, no temporary structure of any kind shall be erected or placed on any said property and in no instances shall more than one dwelling or residence and the necessary auxiliaries to accommodate the owner or occupant thereof be erected or placed on any one lot as shown on the above described plat. Any garage, or other improvements erected more than one hundred twenty (120) days prior to the completion of the main dwelling or residence shall be considered temporary structures within the meaning of this paragraph.

9. USE: 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.

10. MEMBERSHIP IN ASSOCIATION: The common areas of Herefordshire Subdivision owned by Herefordshire Subdivision Property Owners Association No. 1, shall be maintained and operated by said Association, pursuant to its Articles of Incorporation and By-Laws. Each owner of a lot in Herefordshire Subdivision shall be a member of Herefordshire Subdivision Property Owners Association No. 1, and shall be entitled to all of the benefits of membership therein, and shall be responsible for all obligations incident thereto.

11. VIOLATION OF RESTRICTIONS, PENALTIES: Violation of any of the restrictions, conditions, covenants or agreements herein contained shall give the undersigned, its successors and assigns, the right to enter upon the property upon or as to which said violation or breach exists, and to summarily abate and remove at the expense of the owner, any erection, thing, or condition that may be or exist thereon contrary to the provisions hereof without being deemed guilty of trespass. The result of every action or omission whereby any restriction, condition, covenant or agreement is violated, in whole or in part, is hereby declared to be and constitute a nuisance and every remedy allowed by law against a nuisance, either public or private, shall be applicable against such result. Such remedy shall be deemed cumulative and not exclusive.

12. ACCEPTANCE OF RESTRICTIONS: All purchasers of property described above shall by acceptance of contracts or deeds for every lot or lots shown therein, or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth.

13. INVALIDITY: It is expressly agreed that in any event any covenant or condition or restriction hereinbefore contained, or any portion thereof, is held invalid or void, such invalidity or voidness shall in no way effect any valid covenant, condition or restriction.

PETERSON RANCHING COMPANY,
A Partnership

ATTEST:

Jamie P. Child

By Lawrence S. Peterson

STATE OF UTAH)
COUNTY OF WEBER) ss.

On the 28 day of September, 1973; personally appeared before me Lawrence S. Peterson and Jamie P. Child, who being by me duly sworn, did say, each for himself, that he is a Partner of PETERSON RANCHING COMPANY, and that the foregoing instrument was signed in behalf of said Partnership.

Earl B. Child
NOTARY PUBLIC

Residing In: Ray, Utah

My Commission Expires:

April 26, 1976



Office of Lt. Governor/Secretary of State

CERTIFICATE OF INCORPORATION

OF

HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION

I, DAVID S. MONSON, Lt. Governor/Secretary of State of the State of Utah, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of

HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION

duly signed and verified pursuant to the provisions of the Utah Non-Profit Corporation and Cooperative Association Act, have been received in my office and are found to conform to law.

Accordingly, by virtue of the authority vested in me by law, I hereby issue this Certificate of Incorporation of

HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION

and attach hereto a Certificate of Good Standing.

FILE # 88960

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Utah at Salt Lake City, Utah, this 17th day of October A.D. 19 80.

David S. Monson

LT. GOVERNOR/SECRETARY OF STATE

of October 17th 80 ARTICLES OF INCORPORATION

OF
HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

That we the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Utah, and to that end do hereby adopt Articles of Incorporation as follows:

ONE. NAME: The name of this corporation ("Association" herein) is HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION.

TWO. DURATION: The period of duration of the corporation is perpetual.

THREE. PURPOSES: The purposes for which the Association is formed are:

(a) The specific and primary purposes are to bring about civic betterments and social improvements by providing for the preservation of the architecture and appearance of a residential development known as HEREFORDSHIRE, consisting of Herefordshire I, II and III ("Properties"), and by owning, operating and maintaining common area properties and facilities for the use of all residents in the entire Properties, located in the City of Roy, Weber County, Utah. The legal description of the Properties is at the attached Exhibit A, which by this reference is made a part hereof.

(b) The general purposes and powers are:

1. To promote the common good, health, safety and general welfare of all of the residents within the Properties
2. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association arising from the Declarations of Herefordshire I, II and III (the "Declarations"), applicable to the Properties, as

amended from time to time, and recorded or to be recorded in the office of the Recorder, Weber County, Utah;

3. To enforce applicable provisions of the Declarations, Bylaws and Rules and Regulations, and any other instruments for the management and control of the Properties; to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declarations; to contract for and pay all expenses in connection with the maintenance, gardening, materials, supplies and services relating to the common area and facilities conveyed to or to be conveyed to the Association; to employ personnel reasonably necessary for administration and control of the common area and for architectural control of all of the Properties, including lawyers and accountants where appropriate; and to pay all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes and special assessments which are or would become a lien on any portion of the Properties;

4. To have and to exercise any and all powers, rights and privileges, including delegation of powers as permitted by law, which a corporation organized under the Utah Non-Profit Corporation and Cooperative Association Act by law may now or hereafter have or exercise; and

5. To act in the capacity of principal, agent, joint venturer, or partner, or otherwise.

The foregoing statement of purposes shall be construed as a statement both of purposes and of powers, and purposes and powers in each clause shall not be limited or restricted by reference to or inference from the terms or provisions of any other clause, but shall be broadly construed as independent purposes and powers. Notwithstanding any of the above statement.

of purposes and powers, the Association shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purposes of the Association.

FOUR. NON-PROFIT: The Association is organized pursuant to the Utah Non-Profit Corporation and Co-operative Association Act as a non-profit corporation.

FIVE. PRINCIPAL OFFICE: The county in this state where the principal office for the transaction of the business of the Association is located is the County of Weber, at: 1825 West 4400 South, Roy, Utah 84067.

SIX. MEMBERSHIP IN ASSOCIATION:

Section 1. Membership. Every owner of a lot within the Properties shall be a member of the Association, and no owner shall have more than one membership in the Association. Memberships in the Association shall not be assignable, except to the successor in interest of the Owner (including a mortgagee), and every membership in the Association shall be appurtenant to and may not be separated from the fee ownership of such lot. Ownership of such lot shall be the sole qualification for membership in the Association.

Each member shall be issued a certificate of membership in the Association. The certificate shall include the following:

- CERTIFICATE NUMBER
- CLASS OF MEMBERSHIP
- THE NAME OF THE ASSOCIATION
- THE NAME OF THE MEMBER
- RESTRICTIONS ON TRANSFER
- DATE OF ISSUANCE
- THE LOT TO WHICH THE MEMBERSHIP IS APPURTENANT

There shall be as many members as there are owners of lots in the Properties.

The Association membership shall

by any Owner of a Lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or mortgagee of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. A Member who has sold his lot to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. Such delegation shall be in writing and shall be delivered to the Board before such contract purchaser may vote. However, the contract seller shall remain liable for all charges and assessments attributable to his Lot until fee title to the lot sold is transferred. In the event the Owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot upon transfer of fee title thereto, the Board of Directors shall have the right to record the transfer upon the books of the Association. The Board shall have the right to charge a reasonable Special Assessment against any Owner, and his lot, equal to the cost of the Association of effectuating any such transfer of his membership upon the books of the Association.

Section 3. Special Memberships: Owners of units in HEREFORDSHIRE CONDOMINIUM, a Condominium type project located contiguous to the properties, shall have the option to become Special members in the Association without payment of any membership entrance fee. The holding of such

Special Membership shall be subject to the payment of such current dues and fees as shall be fixed and established from time to time by the Board of Directors of HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION. The said Special Memberships shall be assignable only on such terms and conditions as shall be established by the Board of Directors of HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION.

SEVEN. VOTING RIGHTS:

Section 1. Vote Distribution. Members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any lot ("co-owner"), all such co-owners shall be Members and may attend any meetings of the Association, but only one such co-owner shall be entitled to exercise the vote to which the lot is entitled. Such co-owners may from time to time all designate in writing one of their number to vote. Fractional votes shall not be allowed, and the vote for each lot shall be exercised if at all, as a unit. Where no voting co-owner is designated or if such designation has been revoked, the vote for such lot shall be exercised as the majority of the co-owners of the lot mutually agree. Unless the majority receives a written objection from a co-owner, it shall be presumed that the corresponding voting co-owner is acting with the consent of his or her co-owners. No vote shall be cast for any lot where the majority of the co-owners present in person or by proxy and representing such lot cannot agree to said vote or other action. The non-voting co-owner or co-owners shall be jointly and severally responsible for all of the obligations imposed

upon the jointly owned lot and shall be entitled to all other benefits of ownership. All agreements and determinations lawfully made by the Association in accordance with the voting percentages established herein, or in the Bylaws of the Association, shall be deemed to be binding on all Owners, their successors and assigns. Said voting rights shall be subject to the restrictions and limitations provided in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

EIGHT. DIRECTORS, INCORPORATORS AND REGISTERED AGENT:

The number of directors of the Association shall be five (5) and said number may be changed by a duly adopted amendment to the Bylaws of the Association, except that in no event may the number of directors be less than five (5).

The names and addresses of the persons who are appointed to act as the first directors of this corporation and to continue to act as such directors until the election and qualification of their successors are as follows:

Larry J. Peterson
4470 South 1650 West
Roy, Utah 84067

James R. Trenholm
4531 South 1675 West
Roy, Utah 84067

Richard Salvitti
1725 West 4560 South
Roy, Utah 84067

Curtis B. Wright
4522 South 1650 West
Roy, Utah 84067

Nancy J. Roberts
4427 South 1675 West
Roy, Utah 84067

and the above-named persons are the incorporators herein. The initial registered agent and the initial registered office is:
Lowell S. Peterson, 4538 So. 1725 West, Roy, Utah 84067

NINE. AMENDMENT: Amendment to these Articles of Incorporation shall require the vote or written consent of the Owners representing at least seventy-five (75%) percent of the voting power of the Association, and shall be subject to the requirements of the Declaration.

TEN. DISSOLUTION: The Association may be dissolved with the vote or written consent of the membership representing at least fifty (50%) percent of the voting power of the Association subject to the requirements of the Declaration.

The Association is one which does not contemplate pecuniary gain or profit to the Members thereof, and it is organized solely for non-profit purposes. Upon the winding up and dissolution of the Association, after paying or adequately providing for the debts and obligations of the Association, the remaining assets shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such dedication is refused acceptance, such assets shall be distributed, granted, conveyed and assigned to a non-profit fund, trust, corporation or other organization which is organized and operated for similar purpose. If the Association holds any assets in trust, such assets shall be disposed of in such manner as may be directed by decree of the court of Weber County, State of Utah, upon petition therefor by any person concerned in the liquidation.

IN WITNESS WHEREOF, the undersigned, constituting the incorporators of this Association, have executed these Articles

of Incorporation on this 23rd day of August, 1980.

Larry J. Peterson
LARRY J. PETERSON

James R. Trenholm
JAMES R. TRENHOLM

Richard Salvitti
RICHARD SALVITTI

Curtis B. Wright
CURTIS B. WRIGHT

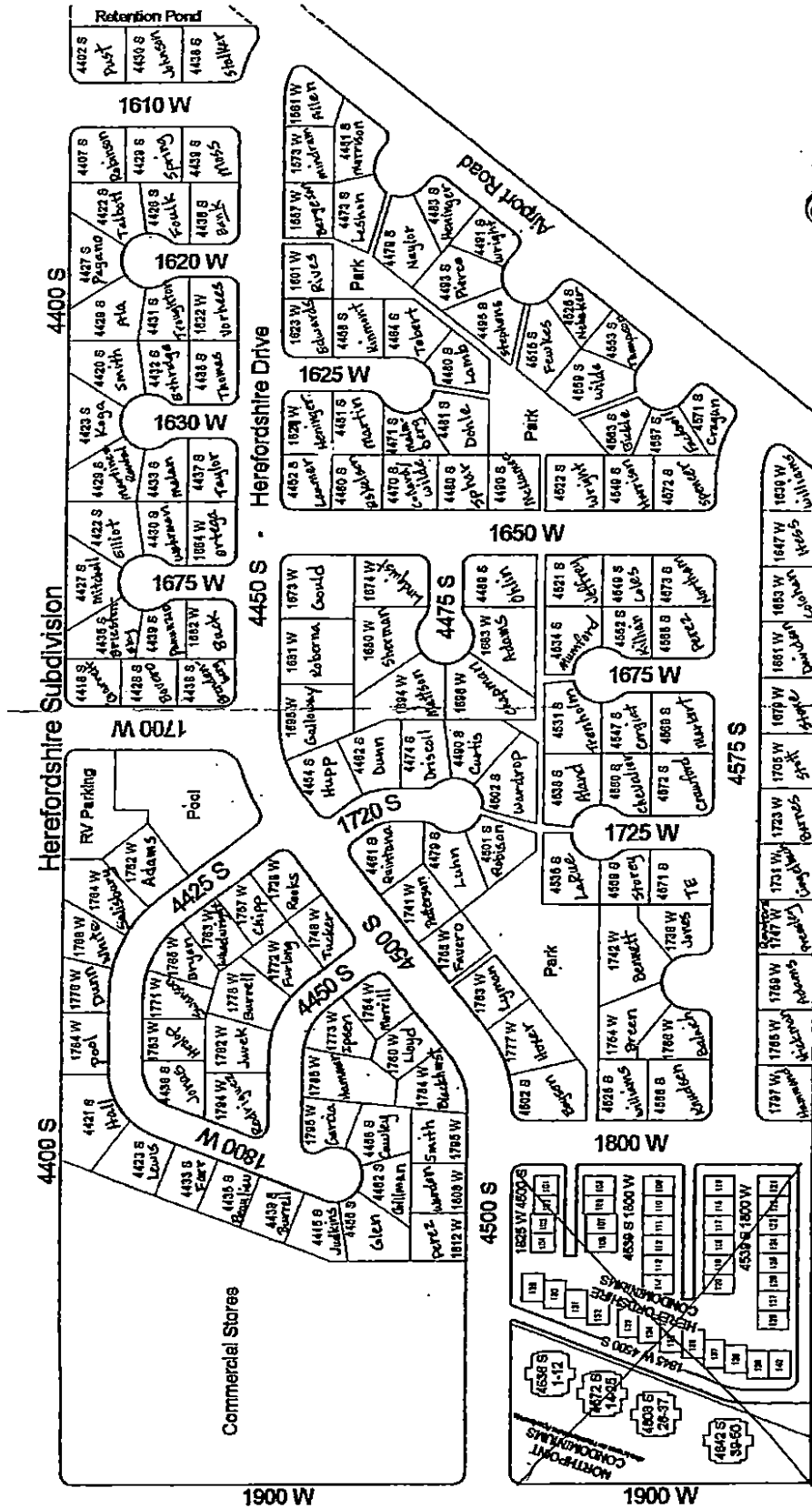
Nancy J. Roberts
NANCY J. ROBERTS

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On this 23rd day of August, 1980, personally appeared before me LARRY J. PETERSON, JAMES R. TRENHOLM, RICHARD SALVITTI, CURTIS B. WRIGHT, and NANCY J. ROBERTS, the signers of the foregoing instrument, who acknowledged to me that they executed the same.

Earl B. Child
NOTARY PUBLIC
Residing at: Ogden, Utah

My Commission Expires: April 1, 1984



HERFORDSHIRE
 Property Owners Association
 P.O. Box 305
 Roy, UT 84067

The Northpoint and Herfordshire Condominiums are not part of the H.P.O.A. (Herfordshire Property Owners Association).
 Also note that the RV parking by the pool and sports court is not part of H.P.O.A. That is part of the Condo association. You Need to contact:
 Bud & Jan Cornshaw

ARTICLE I

Offices

Section 1. Principal Offices. The principal offices of the corporation shall be in the State of Utah.

Section 2. Other Offices. The corporation may establish such office or offices at such other places as the Board of Directors may from time to time designate.

ARTICLE II

Eligibility for Membership

Membership in the corporation, except for membership of the incorporators and the first Board of Directors, shall be limited to record owners of lots located on the premises described as Herefordshire Subdivision, located in Roy, Weber County, Utah, as recorded in the Weber County Records.

One membership in the corporation shall be issued to the record owner of each lot. The record owners of all lots collectively shall constitute all the members. In the event any such lot is owned by two or more persons, whether by joint tenancy, tenancy in common or otherwise, the membership as to such lot shall be joint and a single membership for such lot shall be issued in the names of all the owners, and they shall designate to the corporation in writing at the time of issuance one person who shall hold the membership and have the power to vote said membership. No membership shall be issued to any other person or persons except as they may be issued in substitution for outstanding memberships assigned to new record owners of lots.

Each member shall execute and agree to be bound by the terms of a property owners association agreement. The property shall be operated subject to the provisions and terms of said property owners association agreement.

ARTICLE III

Members

Section 1. Annual Meetings. The first annual meeting of the members of the corporation shall be held one (1) year from the date of incorporation. Thereafter, the annual meetings of the members shall be held on the second Thursday in August, or at such other time as the members may by majority vote approve. At such meeting, there shall be elected a Board of Directors in accordance with the requirements of Article IV of these By-Laws. The members may also transact such other business of the corporation as may properly come before them.

Section 2. Special Meetings. Special meetings of the members for any purpose or purposes other than those regulated by statute may be called for by the President as directed by resolution of the Board of Directors or upon a petition signed by a majority of the members. Such petition shall state the purpose or purposes of such proposed meeting. No business shall be transacted at a special meeting except as stated in the notice unless by consent of 4/5ths of the members present, either in person or by proxy.

Section 3. Notice of Special Meeting. The President or Secretary shall give or cause to be given notice of the time, place and address of holding each special meeting by mailing or hand-delivering such notice at least five (5) days prior to such meeting to each member at the respective addresses of said members as they appear on the records of the corporation.

Section 4. Quorum. The presence, either in person or by proxy, of at least fifty-one percent (51%) of the members of record shall constitute a quorum of the members for all purposes unless the representation of a larger group shall be required by law, by the Articles of Incorporation, or by these By-Laws, and in that event, representation of the number so required shall constitute a quorum.

Section 5. Voting Rights. Each member being present in person or by proxy shall be entitled to one vote for each lot or condominium unit owned by said member.

Section 6. Adjournment of Meetings. If the number of members necessary to constitute a quorum shall fail to attend in person or by proxy at the time and place of meeting, the Chairman of the meeting, or a majority in interest of the members present in person or by proxy, may adjourn the meeting from time to time without notice other than an announcement at the meeting until the necessary number of members shall be in attendance. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting.

Section 7. Proxies. A member may appoint only his or her spouse or any joint owner of his lot or condominium unit or any other member as a proxy. Any proxy must be filed with the Secretary before the appointed time of each meeting or upon the calling of the meeting to order.

Section 8. Waiver of Notice. Any member may at any time waive any notice required to be given under these By-Laws, or by statute or otherwise. The presence of a member in person at any meeting of the members shall be deemed such a waiver.

ARTICLE IV

Directors

Section 1. Number and Qualification. The business, property and affairs of the corporation shall be managed, controlled and conducted by a Board of Directors consisting of three (3) members.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the corporation, and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers of the Board of Directors shall include, but not be limited to, all of the rights and duties of the Board of Directors as set forth elsewhere in these By-Laws and the Articles of Incorporation, and in the Declaration applicable to "the property" described in the Declaration and in Article II above, and shall also include the power to promulgate such rules and regulations pertaining to such rights and duties as may be deemed proper and which are consistent with the foregoing. The Board of Directors may delegate such duties as appear in the best interests of the corporation and to the extent permitted by law.

Section 3. Election and Term of Office. The term of the directors named in the Articles of Incorporation shall be until the first annual membership meeting or until their successors are duly chosen and qualify. Their successors shall be elected at the first annual meeting of the mem-

bers. A new Board of Directors shall be elected by the members at each regular annual meeting thereafter and shall hold office for a term of one (1) year and until a successor shall be elected and shall qualify, except as hereinafter otherwise provided. The number of directors may be altered from time to time by the action of a majority of the members at any regular or special meeting called for such purpose. In the event of any increase in the number of directors in advance of the annual meeting, each additional director shall be elected by the then Board of Directors and hold office until his successor is elected and shall qualify.

Section 4. Vacancies. Vacancies on the Board of Directors caused by any reason shall be filled by vote of the majority of the remaining directors even though they may consist of less than a quorum and each person so elected shall be a director until his successor is elected by the members at the next annual meeting.

Section 5. Removal of Directors. At any regular or special meeting of the members, any one or more of the directors may be removed with or without cause at any time by the affirmative vote of seventy-five percent (75%) of the entire membership of record and a successor may then be elected to fill the vacancy thus created. Any director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 6. Compensation. No compensation shall be paid to directors for their services as directors. No remuneration shall be paid to a director for services performed by him for the corporation in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

Section 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such time and place as shall be fixed at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least fifty percent (50%) of the directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business, but if at any meeting of the Board there be less than a quorum present, a majority of

those present may adjourn the meeting from time to time.

Section 12. Adjournments. The Board of Directors may adjourn any meeting from day to day or for such other time as may be prudent or necessary in the interests of the corporation, provided that no meeting may be adjourned for a period longer than thirty (30) days.

Section 13. Fidelity Bonds. The Board of Directors may require that all officers and employees of the corporation handling or responsible for corporation funds shall furnish adequate Fidelity Bonds. The premiums on such bonds, if required by vote of the Board of Directors, shall be paid by the corporation.

ARTICLE V

Officers

Section 1. Designation. The principal officers of the corporation shall be a President, a Vice President, a Secretary-Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary.

Section 2. Election of Officers. The officers of the corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board.

Section 3. Removal of Officers. Upon an affirmative vote of two-thirds (2/3) of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the chief executive officer of the corporation. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are normally vested in the office of the president of a corporation, including but not limited to, the power to appoint committees from among the members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the corporation.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the members; he shall have the custody of the seal of the corporation; he shall have charge of the membership books and such other books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the corporation. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the corporation in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Compensation. No compensation shall be paid to officers for their services as officers. No remuneration shall be paid to an officer for services performed by him for the corporation in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken.

ARTICLE VI

Powers, Rights and Duties of the Corporation and Members Thereof

The corporation and its members shall have all the powers, rights, duties and obligations set forth in the Articles of Incorporation for the corporation, these By-Laws, rules and regulations, pursuant thereto, and recorded restrictions of the property, and as any of the same may be duly adopted or amended. No transfers of membership in the corporation shall be made except as provided herein, and no such transfer shall be made upon the books of the corporation within ten (10) days next preceding the annual meeting of the members.

The members and Board of Directors, or each of them, shall have the express authorization, right and power to enter into one or more management agreements with third parties in order to facilitate efficient operation of the common elements, including the real property described herein. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and maintenance of said real property, all improvements thereon designated as common elements, and the roofs and exterior walls of the residence condominium units.

The terms of said management agreements shall be as determined by the Board of Directors to be in the best interests of the corporation, and shall be subject to the Articles of Incorporation, these By-Laws, and the Declaration affecting said property.

ARTICLE VII

Corporate Seal

The Board of Directors shall provide a suitable corporate seal containing the name of the corporation, which seal shall be in the custody and control of the Secretary.

The corporate seal shall be in circular form, shall have inscribed thereon the name of the corporation and the word "Utah" in the circle and the word "seal" in the middle. If and when so directed by the Board of Directors, a duplicate seal may be kept and used by such officer or other person as the Board of Directors shall name.

ARTICLE VIII

General Provisions

Section 1. Books and Accounts. Books and accounts of the corporation shall be kept under the direction of the Treasurer and in accordance with the reasonable standards of accounting procedure and prudence.

Section 2. Auditing. At the closing of each fiscal year, the books and records of the corporation shall be audited by a Public Accountant selected by the Board of Directors. Based on such reports, the corporation will have available for inspection by its members a statement of the income and disbursements of the corporation for each fiscal year.

Section 3. Inspection of Books. Financial reports, such as are required to be furnished, and the membership records of the corporation shall be available at the principal offices of the corporation for inspection at reasonable times by any members. 2015682 PG 21 OF 23

Section 4. Execution of Corporation Documents. With the prior authorization of the Board of Directors, all notes, checks and contracts or other obligations shall be executed on behalf of the corporation by any two officers of the corporation.

Section 5. Fiscal Year. The fiscal year of the corporation shall be determined by the Board of Directors and shall be subject to change by the Board of Directors should corporation practice subsequently necessitate such change.

ARTICLE IX

Amendment of the By-Laws

Section 1. Amendment by the Members. These By-Laws may be amended by the affirmative vote of three-fourths (3/4) of the members present or represented by proxy at any regular or special meeting, provided that a quorum as prescribed in Section 4, Article III herein, is present at any such meeting. Amendments may be proposed by the Board of Directors or by a petition signed by at least fifty-one percent (51%) of the members. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon. These By-Laws may not be amended insofar as such amendment would be inconsistent with the recorded restrictions of the property.

Section 2. Amendment by the Directors. The Directors of the corporation by the affirmative vote of two-thirds (2/3) of all of the Directors of the corporation, may amend or alter the By-Laws of the corporation at any regular meeting or at any special meeting, provided that no such alteration or amendment by the Board of Directors shall increase the powers of the Board of Directors. The statement of any proposed amendment shall accompany notice of any regular or special meeting at which such proposed amendment shall be voted upon. These By-Laws may not be amended insofar as such amendment would be inconsistent with the recorded restrictions of the property.

AMENDMENT TO BYLAWS

HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION

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The following amendments to the Bylaws have been duly and regularly adopted by the members of the Association.

(1)

"ARTICLE II

Section 3. Quorum. The members present or represented by proxy at a duly scheduled or called meeting of the Association shall constitute a quorum of the membership."

(2)

"ARTICLE IV

Section 1. Number and Qualification. The property, business and affairs of the Association shall be governed and managed by a Board of Directors composed of seven (7) persons, each of whom, except for those appointed and serving as first directors, must either be an Owner of a Lot in the Properties or an agent of Declarant for so long as Declarant owns a Lot in the Properties. The Board of Directors may increase, by resolution, the authorized number of members of the Board; provided that the Owners shall have the sole right to elect the new Board members. Directors shall not receive any stated salary for their services as directors; provided, however, that (1) nothing herein contained shall be construed to preclude any director from serving the Association in some other capacity and receiving compensation therefor and (2) any director may be reimbursed for his actual expenses incurred in the performance of his duties."

(3) The first paragraph of Section 5 of Article IV is amended to read as follows:

"ARTICLE IV

Section 5. Election and Term of Office. Members of the Board of Directors shall serve two (2) year terms. In odd numbered years, four (4) directors shall be elected and in even numbered years three (3) directors shall be elected. The elections shall be by secret written ballot by a majority of a quorum of Owners. Each director shall hold office until his successor has been elected.

Each member may accumulate his votes for the election and removal of directors as provided in this Article IV. At any election of the Board, each member may give one or more candidate for director a number of votes equal to the share of the voting power as set forth in the Declaration multiplied by the number of directors to be elected or removed."

(4)

"ARTICLE IV

Section 6. Books, Audit. The Board of Directors shall cause to be maintained a set of books and records regarding the financial condition and affairs of the Association and shall, on an annual basis, cause the same to be reviewed by an independent committee appointed by the board. The report of said committee will be presented at the annual meeting.

"ARTICLE IV

Section 8. Removal of Directors. At any regular or special meeting of the members duly called, any one or more of the Directors may be removed with or without cause by a majority vote of a quorum of the membership and a successor may then and there be elected to fill the vacancy thus created. In this connection, the cumulative voting rule as mentioned at Section 5 above shall be in effect."

I certify that the foregoing constitute amendments to the Bylaws of HEREFORDSHIRE PROPERTY OWNERS ASSOCIATION, duly and regularly adopted.

DATED this 19th day of March, 1986.


Secretary