

6. MANNER OF VOTING: In voting, pursuant to the provisions of paragraphs two to 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 or 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 II or other acceptable colors as provided and specified to owner.

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

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

The materials acceptable for roofing are: (1) wood shingles, painted or stained in Herefordshire II or other acceptable colors or graphite and oil base stains; (2) composition shingles in Herefordshire II 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 1,100 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 it is determined that 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. 2, shall be maintained and operated by said Association, pursuant to its Articles of Incorporation and By-Laws. Each owner of a lot in Herefordshire II Subdivision shall be a member of Herefordshire Subdivision Property Owners Association No. 2, 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

By Lowell S. Peterson
LOWELL S. PETERSON

ATTEST:

Janice P. Child
JANICE P. CHILD

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 23rd day of April, 1976, personally appeared before me Janice P. Child and Lowell S. Peterson, 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 At: Roy, Utah

My Commission Expires:
April 2, 1980

The undersigned owners of Lot 5 Block 3 and Lot 10 Block 3 hereby accept the Declaration of Protective Covenants, Agreements, Restrictions and Conditions affecting the Real Property known as Herefordshire II, A Planned Residential Development and hereby request that they be made applicable to the lots above mentioned.

By June Balach
JUNE BALACH

By Vickie Balach
VICKIE BALACH

STATE OF UTAH)
) ss.
COUNTY OF WEBER)

On the 26 day of April, 1976, personally appeared before me June Balach and Vickie Balach who being by me duly sworn, did say, each for himself, that they did execute the foregoing instrument.

Craig B. Olson
NOTARY PUBLIC
Residing At: Cayden, Utah

My Commission Expires:
Nov 23, 1977

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CRANES OLSEN
NOTARY PUBLIC
Maxine L. Miller