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RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY *[Signature]*

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

- 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:

1100 91 1000-621-80
08-128-6601 TO 6622
08-127-6601 TO 6617
L100 91 1000-621-80

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.