

522 Harrison Blvd.

310258 STATE OF UTAH } SS 3,70

COUNTY OF WEBER)
FILED AND RECORDED FOR
Ernest T. Haslop
MAR 18 10 20 AM '59

Indexed Abstracted
Recorded Page

BOOK 606 PAGE 638

IN BOOK 606 OF RECORD
PAGE 638-640
RUTH EAMES OLSEN
COUNTY RECORDER

Virginia M. Seawright

RESTRICTIVE COVENANTS
FOR
ROLLING HILLS SUBDIVISION #4

WHEREAS, the undersigned are the present owners of all of the lots, pieces and parcels of land embraced within the area herein-after specifically described; and

WHEREAS, said area comprises an exclusive residential sub-division of Ogden City, Weber County, State of Utah; and

WHEREAS, it is the desire of the owner thereof to place restrictive covenants upon said lots for the mutual benefit and protection of future owners thereof;

NOW, THEREFORE, the following restrictive covenants are placed upon said lots for the mutual benefit and protection of future owners thereof, and that the premises to which these restrictive covenants shall attach are specifically described as follows:

All lots in Rolling Hills #4
Addition to Ogden City,
Weber County, State of Utah

a. All of the lots in said subdivision shall be known and described as residential lots. No structure shall be erected, altered, placed or be permitted to remain on any residential building lot other than one detached single family dwelling, not to exceed two stories in height, and a private garage for not more than three (3) cars, and shelters, tool houses, and non-commercial green houses.

b. No building shall be erected, placed, or altered on any lot in said blocks unless it conforms and is in harmony with the external design of existing structures in the subdivision.

c. No building shall be located on any of said lots nearer than thirty (30) feet to the front lot line, or nearer than twenty (20) feet to any side street line; and no building shall be located nearer than eight (8) feet to any side lot line except a detached garage or other outbuilding which is located more than sixty (60) feet from the front lot line; and no dwelling shall be located nearer than thirty (30) feet from the rear lot line, and no building other than a dwelling shall be located nearer than four (4) feet to the rear lot line.

d. No residential structure shall be erected or placed on any building plot which plot has an area of less than Six Thousand (6,000) square feet or a width of less than sixty (60) feet at the front building set back 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. 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.

g. No dwelling costing less than Eight Thousand (\$8,000.00) Dollars shall be permitted on any lot in the area covered by these restrictive covenants. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than Nine Hundred Sixty (960) square feet.

h. Easements effecting all lots are reserved as shown on the recorded plat, for utility installation and maintenance, and for the distribution of water from the Weber-Box Elder Water Users' Association.

i. Except for the construction of garages, no large size cinder or lava block shall be allowed for exterior building material and no other exterior building material shall be allowed except that which is ordinarily and usually used for such purposes in the construction of houses built in first-class residential areas.

j. These covenants are to run with the land, and each and every part thereof and shall be binding on all parties and all persons claiming under them until February 1st, 1975, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the ten owners of the lots constituting said blocks, it is agreed to change said covenants in whole or in part.

k. If the party hereto, or its successors or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity

against the person or persons violating or attempting to violate any such covenant and either or prevent him or them from so doing or to recover damages or other dues for such violation. In the event suit is required to enforce any provision hereof, the party in violation shall pay all costs and a reasonable attorney's fee of the persons bringing said suit.

Invalidation of any one of these covenants by judgment or Court order shall in no way effect any of the other provisions which shall remain in full force and effect.

WITNESS whereof the HISFIELD GRAVEL CORPORATION has caused the foregoing instrument to be executed in its corporate name and by its President, Attested by its Secretary under its corporate Seal, pursuant to a resolution of its Board of Directors this 2nd day of March, A. D., 1959.

HISFIELD GRAVEL CORPORATION

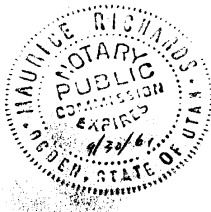
By Curtis T. Hislop
Curtis T. Hislop, President

ATTEST:

John B. Maxfield
John B. Maxfield, Secretary

STATE OF UTAH)
 (ss.
County of Weber)

On the 2nd day of March, A.D. 1959, personally appeared before me CURTIS T. HISLOP and JOHN B. MAXFIELD who being by me duly sworn, did say that they are the President and the Secretary respectively of the HISFIELD GRAVEL CORPORATION, a corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Curtis T. Hislop and John B. Maxfield acknowledged to me that said corporation executed the same.



Maurice Richards
NOTARY PUBLIC

Residing at Ogden, Utah
My Commission Expires: 9/30/61