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BOOK 692 PAGE 508

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STATE OF UTAH } SS
COUNTY OF WEBER }
FILED AND RECORDED BY
Carlo J. Westley
OCT 23 4 40 PM '61

IN BOOK 692 OF RECORD
PAGE 508-511
RUTH EAMES OLSEN
COUNTY RECORDER
Edith D. W. Kelly

RESTRICTIVE COVENANTS
FOR
ROLLING HILLS SUBDIVISION # 5

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

WHEREAS, said area comprises an exclusive residential subdivision 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 # 5
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, except Lot 20, Block 9, which is for a church. 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 nature be used as a residence.

G. No dwelling costing less than Fourteen Thousand (\$14,000.00) 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 One Thousand Fifty (1,050) square feet.

H. Easements affecting 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 shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants

are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing 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 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.

L. No building shall be erected, placed or altered on any residential lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Paragraph M.

M. The architectural control committee is composed of J. B. Maxfield, 1084 North Harrisville Road, Ogden, Utah, Curtis T. Hislop, 522 Harrison Boulevard, Ogden, Utah, and Jennie W. Hislop, 522 Harrison Boulevard, Ogden, Utah. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its

designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

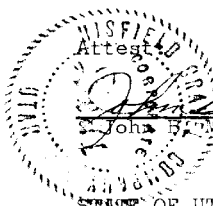
N. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

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

IN WITNESS WHEREOF, the Hisfield Gravel Company 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 23 day of October, 1961.

HISFIELD GRAVEL COMPANY

By Curtis T. Hislop, President

 John B. Maxfield
John B. Maxfield, Secretary

STATE OF UTAH)
County of Weber) ss. On the 23 day of October, 1961, personally appeared before me Curtis T. Hislop and John B. Maxfield, who being by me duly sworn ~~and say~~ that they are President and Secretary, respectively, of Hisfield Gravel Company, a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Curtis T. Hislop and John B. Maxfield acknowledged to me that said corporation executed the same.

Jack Richards
Notary Public
Residing at Ogden, Utah

My Commission Expires: 3/5/63