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84404

BOOK 1001 PAGE 401  
#5.<sup>4</sup>  
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FILED AND RECORDED FOR  
Curtis T. Hislop  
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RESTRICTIVE COVENANTS FOR  
ROLLING HILLS SUBDIVISION NO. 6

RUTH JAMES OLSEN  
WEBER COUNTY RECORDER  
Bonely Barclay Evans

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, it is the desire of the owners to place restrictive covenants upon all the lots in said subdivision 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:

13-139-001 to 0011  
13-140-001 to 0012

All Lots in Rolling Hills #6  
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, or a duplex family dwelling with a garage or garages for not more than four (4) 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 twenty-five (25) feet from the rear lot line, and no building other than a dwelling shall be located nearer than seven (7) feet to the rear lot line.

D. 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.

E. 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. No structure which has been used as a residence shall be moved into the area.

F. The total useable floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than One Thousand Two Hundred Fifty (1,250) square feet with at least One Thousand (1,000) square feet on the main floor.

G. 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.

H. Except for the construction of garages, no large size common 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.

I. 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 in 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.

J. If the parties hereto, or their 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.

K. 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 L.

L. The architectural control committee is composed of Charles C. Hislop, 1329 - 7th Street, Ogden, Curtis T. Hislop, 522 Harrison Boulevard, Ogden, Jennie W. Hislop, 522 Harrison Boulevard, Ogden, Utah, and Dianne Hislop, 1329 - 7th Street, 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.

M. No committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representative, shall fail 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.

DATED this 10<sup>th</sup> day of August, 1972.

  
CHARLES C. HISLOP

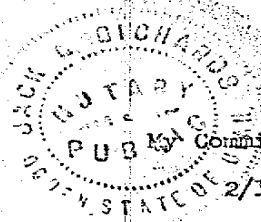
*Dianne Hislop*  
DIANNE HISLOP

*Curtis T. Hislop*  
CURTIS T. HISLOP

*Jennie W. Hislop*  
JENNIE W. HISLOP

STATE OF UTAH :  
                  : ss.  
County of Weber :

On the 10<sup>th</sup> day of August, 1972, personally appeared before me  
CHARLES C. HISLOP, DIANNE HISLOP, CURTIS T. HISLOP and JENNIE W. HISLOP  
the signers of the within instrument and who duly acknowledged to me that  
they executed the same.



Commission Expires:  
2/16/74

*Charles C. Richards*  
NOTARY PUBLIC  
Residing at Ogden, Utah