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STATE OF UTAH 3.10  
COUNTY OF WEBER  
FILED FOR  
3.10  
APR 22 9 48 AM '59  
IN BOOK 609 OF RECORD  
PAGE 535-537  
RUTH EAMES OLSEN  
COUNTY RECORDER  
Edith K. Weber

BOOK 609 PAGE 535

Plotted  Indexed   
Recorded  Abstracted   
Examined  Maps

AMENDED  
RESTRICTIVE COVENANTS  
FOR  
ROLLING HILLS SUBDIVISION # 4

\* \* \* \* \*

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

WHEREAS, on March 5, 1959, Restrictive Covenants for this subdivision were filed in Book 605, at Page 647, Records of the Weber County Recorder; and

WHEREAS, it is desired to add to and amend said Restrictive Covenants upon all the lots in said subdivision for the further mutual benefit and protection of future owners thereof;

NOW, THEREFORE, the Restrictive Covenants heretofore placed upon the following described lots

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

are hereby amended and added to as follows:

A. Paragraph "g" of said covenants is hereby amended to read as follows:

"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."

B. Paragraph "j" of said covenants is hereby amended to read as follows:

"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 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."

C. The following additional covenants are added as Paragraphs "l", "m" and "n":

"l. No building shall be erected, placed or altered on any 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 William H. Kennedy, 2556 Iowa Avenue, Ogden, Utah; Grant Garner, 1276 Halverson Drive, Ogden, Utah, J. B. Maxfield, 1084 North Harrisville Road, Ogden, Utah, and Curtis T. 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 30 days after plans and specifications

have been submitted to it, or in any event, if no suit or en-join 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."

Except as herein expressly modified, the original Restrictive Covenants remain in full force and effect, with the additions and modifications herein contained.

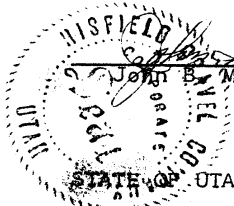
IN WITNESS WHEREOF, the HISFIELD GRAVEL CORPORATION has caused the foregoing instrument to be executed in its corporate name and by its President, attested by its Secretary, under its corporate seal, pursuant to a resolution of its Board of Directors this 22<sup>nd</sup> day of April, A.D., 1959.

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 22<sup>nd</sup> day of April, 1959, personally appeared before me Curtis T. Hislop and John B. Maxfield, who being by me first duly sworn, did say that they are the President and 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.



Jack H. Paulson  
Notary Public  
Residing at Ogden, Utah

My Commission Expires: 3/5/63