

1339056

Recorded JUL 30 1953 at 3:56 P
Request of Alma L. Smith
Fee Paid. Hazel Taggart O'Hare,
Recorder, Salt Lake County, Utah
DECLARATION OF BUILDING 340 By E. G. Schmitt
AND USE RESTRICTIONS Book 1025 Page 31

913 First Ave Bank Bldg.

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, being the owner of all the property and premises situated in Salt Lake County, Utah and described as follows:

HOFFMAN HEIGHTS #1, a subdivision in Salt Lake County, Utah according to the plat thereof on file and of record in the office of the County Recorder of Salt Lake County, Utah, in Book 1025 of Maps, Page 31 thereof; *co entry # 1339053*

and does hereby establish the nature of the use and enjoyment of all lots in said subdivision and that all conveyances of these lots shall be made subject to the following conditions, restrictions and stipulations:

1. Said lots shall be known and described as "residential building lots" and used for purposes of residence only.
2. No structure shall be erected, altered, placed or permitted to remain on any of said Lots, other than one detached single family dwelling, not to exceed one story in height, and private garage for not more than two cars, one story in height.
3. No garage or any other buildings whatsoever shall be erected on any of said Lots, until a dwelling house shall have been erected or until a contract with a reliable and responsible contractor shall have been entered into for the construction of a dwelling which shall comply with the conditions, restrictions

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and stipulations herein contained; and neither prior to the erection, nor after the erection, of the main building herein permitted on any of said lots, shall any garage or other out building be used for residential purposes.

4. No residence building shall be erected, permitted or maintained on any of said lots, which shall have a ground floor area of less than 800 sq. ft. such ground floor area to be exclusive of open porches, pergolas, or an attached garage. The cost or fair value of any dwelling erected on any of said lots shall not be less than Six Thousand Dollars (\$6,000.00).

5. No building or the covered porches or pergolas thereof shall be erected, placed or permitted at any point on any of said lots nearer than 25 ft. nor further than 40 ft. from the front line of said lot as shown on the plat of record in the Office of the County Recorder of Salt Lake County, Utah, and hereinabove referred to.

6. No building or the covered porches or pergolas thereof shall be erected, placed or permitted at any point on any of said lots, nearer than 8 ft. to the side thereof and the total width of the two required side yards shall not be less than 18 ft; provided, however that in the case of any lot on which there shall be erected a garage or carport attached to the residence building, then the building line on the side of said lot on which the garage

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is located shall be 8 ft. from the lot side line thereof and the total width of the two required side yards shall not be less than 16 ft.

7. No residential structure shall be erected or placed on any of said lots, which lot has an area of less than 6,000 sq. ft.

8. All construction on residential building lots shall be of masonry construction, and no frame or wooden building shall be erected, altered, placed or permitted to remain on any lot in said Hoffman Heights #1; except that detached one story, one or two car garages located at least six (6) feet to the rear of the residence may be frame or wooden construction provided that said structure be covered with wood siding, asbestos siding or wood or asbestos shingles.

9. No hospital or sanitarium shall be constructed or maintained on any of the lots in Hoffman Heights #1 and no building used or occupied in the care, lodging or entertainment of persons suffering from disease shall be maintained, kept or permitted on any of said lots.

10. The restrictions and covenants contained in paragraph 9 shall be perpetually appurtenant to said lots.

It is expressly understood that said Hoffman Heights #1 has been platted and laid out as a choice and attractive residence district, and that these covenants and restrictions are made for

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the benefits of the lots herein described, and are to run with the land and shall inure to the benefit of and be binding on all parties or persons claiming under them until July 1, 1973, at which time such covenants and restrictions shall be automatically extended for successive periods of five years, unless by a majority vote of the then individual property owners it is agreed to change the said covenants and restrictions in whole or in part; provided, however, that the restrictions contained in paragraph 9 shall be perpetually appurtenant to said lots.

If any person should violate or attempt to violate any of the covenants or restrictions herein before July 1, 1973, or such time later as may be set up by the provisions of the paragraph preceding this one, it shall be lawful for any other person or persons owning any other lots in said development or subdivision to prosecute by proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them from so doing or to recover damages for such violation.

Should any of the covenants or restrictions herein be held invalid or void, such invalidity or voidance of any covenant or restriction shall not affect the rest of this instrument or any valid covenant or restriction herein contained.

Any violation of the foregoing provisions, conditions, restrictions or covenants shall not defeat or render invalid the

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lien of any mortgage or deed of trust made in good faith for value as to any portion of said property. But such provisions, conditions, restrictions and covenants shall be enforceable against any portion of said property acquired by any person through foreclosure or by deed in lieu of foreclosure for any violation of the provisions, conditions, restrictions and covenants herein contained occurring after the acquisition of said property through foreclosure or deed in lieu of foreclosure.

6.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed in its corporate name, and its corporate seal to be hereunto affixed, by its Attorney-in-fact thereunto duly authorized, this 30th day of July, 1953.

KEARNS TOWNSITE, INC.

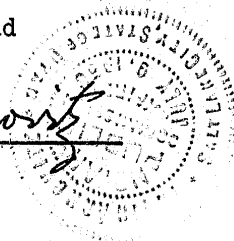
By: Alvin I. Smith
Attorney-in-fact



STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

On the 30th day of July, 1953, personally appeared before me, Alvin I. Smith, who being by me duly sworn did say that he is the Attorney-in-Fact of Kearns Townsite, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Alvin I. Smith duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Alvin I. Smith
Notary Public
Residing at:



My Commission expires: _____