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Recorded at Request of CHARLES T. BINTZ JUL 23 1954  
at 4:11 P.M. Fee paid \$4.30 Hazel Taggart Chase, Recorder Salt Lake County, Utah  
By M. A. G. Dep. Book 1108 Page 438 Ref. \_\_\_\_\_

CERTIFICATE OF USE RESTRICTIONS

5619 PHEASANT  
WAY

KNOW ALL MEN BY THESE PRESENTS:

That, whereas, the undersigned Charles T. Bintz and Dorothy C. Bintz, husband and wife, are the owners of a certain parcel of real property situated in Salt Lake County, State of Utah, and described as follows to wit:

Beginning at a point which is 389.43 ft. South and 241.63 feet West from the Northeast corner of the Southeast 1/4 of Section 16, T.2 S., R.1 E., S.L. B. & M. and running thence S.  $0^{\circ}23'30''$  W. 164.90 feet; thence N.  $85^{\circ}03'48''$  W. 311.23 feet; thence South 149.27 feet; thence N.  $86^{\circ}22'25''$  W. 1285.35 ft.; thence N.  $1^{\circ}30'20''$  E. 338.50 ft.; thence S.  $85^{\circ}13'45''$  E. 1590.60 ft., to the point of beginning.

and, whereas, the undersigned have subdivided said land into building lots in a subdivision designated as Charleston Place Subdivision and have filed and recorded the plat thereof as required by law, and

Whereas, it is desired in connection with the platting and subdivision of said lands, and as part of a general building plan for the benefit and protection of the owners of the respective parcels within said area, to provide for certain use restrictions which shall govern and control the use and enjoyment of the lots within said subdivision,

NOW THEREFORE, the undersigned Charles T. Bintz and Dorothy C. Bintz, do hereby certify and declare that each and all of the lots within such subdivision shall be owned, held and enjoyed by the respective owners thereof, their heirs and assigns, subject to the following restrictions:

- (1) All of the lots in the tract shall be known and described as residential lots. No structure shall be erected, altered, placed, or permitted to remain on any lot other than one single-family one story dwelling and a private garage, which garage shall be limited to the storage of passenger cars unless the architectural committee herein referred to shall in writing otherwise permit.
- (2) No building shall be erected, placed or altered on any lot until the design, height, and location thereof have been approved in writing by the architectural committee herein designated, provided however, that in the event such committee is not in existence or fails to approve or disapprove such design, height, or location within 15 days after receiving the plans of any such dwelling, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract.
- (3) No dwelling shall be erected or placed in said tract with a ground floor square foot area of less than 1400 feet of living area, not including the garage. No lot shall be re-subdivided into nor shall any dwelling be placed or erected on any lot having a width of less than 150 feet at the minimum building set back line.

(4) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other household pets and horses for personal use may be kept provided they are not kept, bred or maintained for any commercial purposes.

(5) 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.

(6) No trailer, basement, tent, shack, garage barn or other out building 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.

(7) Until such time as a sanitary sewer system shall have been constructed to serve said tract, a sewage disposal system constructed in accordance with the requirements of the Utah State Board of Health shall be installed to serve each dwelling. The effluent from septic tanks shall not be permitted to discharge into any stream, storm sewer, open ditch, or drain.

(8) No excavation for stone, gravel or earth shall be made on said property unless such excavation is made in connection with the erection of a building or structure thereon.

(9) No rubbish shall be stored or allowed to accumulate on any area within said tract. Should any parcel within said tract be owned and held as vacant property, the owner thereof shall keep such vacant premises in a clean, orderly condition and shall cut and remove all weeds therefrom.

(10) None of said lots may be re-subdivided except that the undersigned, their successors or assigns may divide any of said lots so as to increase the size of adjoining lots, but in no event shall any lot be so divided as to create a parcel having an area of less than one-half acre including in the calculation of such area, the street upon which it abutts to the center line thereof.

(11) No dwelling house or other structure shall be constructed or placed on any of said lots except in conformity with the "set back" lines as established in each instance by the architectural committee and in conformity with any additional "set back" lines which may be fixed by the undersigned, their successors and assigns in deeds to any of the lots within said tract. "Set back" lines referred to in this paragraph shall be deemed to include the minimum distance between buildings or other structures as well as the minimum distance between any building or structure and the nearest line of any street.

(12) So long as the undersigned or either of them shall continue to own any of the lots in said tract, the architectural committee shall consist of Charles T. Bintz, Dorothy C. Bintz, and Charles C. Bintz, and during such period of ownership, said committee members may appoint their successors to act upon such committee. Upon the termination of the ownership of the undersigned and each of them in all lots within said tract, such committee shall be selected from time to time by a majority of the then property owners within said tract.

(13) The heating plant of all dwellings constructed in said tract shall burn smokeless fuel so long as such fuel is available.

(14) The covenants and restrictions herein set forth shall run with the land and shall be binding on the parties hereto and all parties claiming under them until August 1, 1979, after which time said covenants shall be automatically extended for successive ten year periods, unless an instrument, signed by a majority of the owners of the lots within said tract, has been recorded agreeing to change said covenants in whole or in part.

(15) If any owner or occupant of any parcel of land within said subdivision shall violate or attempt to violate any of the covenants or restrictions herein set forth while the same are in force and effect, it shall be lawful for any other person or persons owning any other lots 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 or restriction and either to prevent him or them from so doing or to recover damages for such violation.

(16) All purchasers of property within said tract shall, by acceptance of contracts or deeds for any lot or lots shown thereon or any portion thereof, thereby be conclusively deemed to have consented and agreed to all restrictions, conditions, covenants and agreements herein set forth.

(17) It is expressly agreed and understood that in the event any covenant or condition or restriction herein set forth or any portion thereof shall be held invalid or void, such invalidity shall in no way affect any valid covenant, condition or restriction.

IN WITNESS WHEREOF, the undersigned have caused these covenants to be signed this 23<sup>rd</sup> day of July, 1954.

Charles T. Bintz  
Dorothy C. Bintz

STATE OF UTAH )  
: ss.  
County of Salt Lake )

On the 23<sup>rd</sup> day of July, 1954, personally appeared before me Charles T. Bintz, and Dorothy C. Bintz, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Robert Allen  
Notary Public, residing at  
Salt Lake City, Utah

My Commission Expires:

My Commission Expires January 27, 1958

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Abstract

Notes

Grantor

Grantee