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BOOK 360

RECORDED AT REQUEST OF William Bickmore

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DONNA S. McREYNOLDS  
TOOELE COUNTY RECORDER

Out of Serial No. 2-13-32

DEPUTY MW FEE 16.00

DECLARATION OF RESTRICTIONS

BICKMORE PLANNED UNIT DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

That William G. Bickmore and Maurine J. Bickmore, Co-Trustees of The William G. Bickmore and Maurine J. Bickmore Living Trust, being the owner and "Developer" of that property in Tooele City, Utah, described as follows:

Lots 1 through 4 inclusive, Bickmore Planned Unit Development, a Planned Unit Development according to the official plat thereof, recorded in the office the Tooele County Recorder. (Hereinafter referred to as "Planned Unit Development").

And desiring to establish the nature of the use and enjoyment thereof, does declare said premises subject to the following express covenants, conditions and restrictions:

1. Single family residential use. All of said lots in the subdivision shall be known and described as, and limited in use to, single-family residential lots.

2. Construction. All structures on said lots shall be of new construction, and no buildings shall be moved from any other location onto any of said lots, except as provided in paragraph 3 herein, all construction work shall be prosecuted diligently from commencement until completion.

3. Temporary structures. No structure shall be constructed or placed on any lot prior to construction and completion of the dwelling house permitted in paragraph 4, except as follows: Subject to prior approval of developer, temporary structures may be erected or placed on a lot when the same are used in connection with the construction of the dwelling house permitted under paragraph 4 and such temporary structures shall be promptly removed upon completion of said dwelling house.

4. Building requirements. The following restrictions shall apply. Whether developer approves, or fails to approve, the plans and specifications pursuant to paragraph 4 herein:

(A) Type of house. No Building other than one single-family dwelling house, with no less than a two car garage attached thereto, shall be constructed or permitted on a lot. This shall not prohibit such other attachments to the dwelling house as are permitted under subparagraph (B) herein.

(B) Attachments. Any structure such as a garage, storage room, bathhouse, etc., having a roof and/or walls above the surface of the ground, shall be attached to the dwelling house and shall comply with the foregoing height restrictions. This shall not prohibit unattached private recreational facilities, including swimming pools, tennis or badminton courts, etc. on a lot.

(C) Dwelling quality and size. The ground floor area of the main structure, exclusive of garage, exterior storage rooms, and open porches, shall be not less than 1600 square feet for a one-story dwelling. Nor less than 2200 square feet for a two-story dwelling. In a split-level dwelling the combined area of the single level and one of the two levels in the adjoining two-story portion of the dwelling, exclusive of garage. Exterior storage rooms, and open porches, shall not total less than 1900 square feet.

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(D) Set Back Lines.

1. No Building shall be located nearer than 25 feet to the hard surfaced area of private road.
2. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

(E) Hedges, fences, and walls. Unless approved by developer, no hedge more than 3 feet high and no fence or wall, except a split rail fence not more than 2 feet 6 inches high, shall be erected, placed or permitted to remain on any lot closer to the front street than the front of the residential structure on said lot and, where said hedge, fence or wall is located between two lots, it shall not be closer to the front street than the front of the adjoining residence.

(F) Heating and air conditioning units. All heating, air conditioning or other heating or cooling equipment of any nature whatsoever, if placed outside the dwelling house, shall either be located on the ground or screened or concealed from neighboring property and the streets. All such units, if located on the roof of the dwelling, shall be installed on the rear portion of the roof away from the street and below the ridge line. Any portion of such installation that is seen from the street shall be screened in such a manner as will harmonize with the balance of the residence.

(G) Service and Utility Lines. Electric, power, telephone, television and other service and other service and utility lines of every kind or character (whether now or hereafter invented or used) shall be placed and kept underground (except to the extent, if any such underground placement may be prohibited by law). This restriction shall apply to the service and utility lines for each and every lot in the subdivision, as well as to the distribution lines located in the streets or elsewhere in the subdivision. However, the foregoing shall not prohibit service pedestals and above ground switch cabinets and transformers, where required.

The maintenance and repair of the culinary water pipes from the city line to the water meters, and the sewer lines within the planned unit development, except the large city water main, will be the responsibility of the home owners.

In the event of a leak in the water lines, or a blockage in the sewer lines the Tooele City Water Department will repair the line at the home owners expense. The bill will be pro-rated and sent to each home owner in equal amounts by Tooele City. Tooele City will charge a reasonable and customary rate for this service.

5. Vehicles-parking. All motor vehicles shall be parked either in a garage, driveway or designated parking area. Motorized and other vehicles shall not be parked in the street at any time. All vehicles owned by owner shall be parked either in the garage, driveway or in designated parking areas.

All Recreational vehicles shall be parked either in the garage or on concrete pad located at the side of the garage. Said vehicle shall not extend beyond the front elevation of the attached garage or the front elevation of the house. No recreational vehicle will be allowed to remain parked in the street fronting any portion of the lot.

Each home will construct a hard surfaced, off street parking area, in addition to the driveway to the garage, to accommodate a minimum of three automobiles.

6. Nuisances. No noxious or offensive activity may be carried on or permitted on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood; nor shall any part of the premises be used for business, professional, commercial or institutional purposes.

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7. Animals and pets. No animals, fish or birds of any kind shall be raised, bred, or kept on any lot; except that commonly accepted household pets may be kept, provided that such pets are not kept, bred or maintained for any commercial purposes.

Except that the A.J. DeLaMare tract including legal representatives, heirs, successors and assigns, has the right to use the private roadway to move farm equipment and farm animals either transported or walking, to or from said tract.

8. Clothes lines and storage. All clothes lines, equipment, service yards, woodpiles or storage piles shall be kept screened as to conceal them from view of neighboring property and streets.

9. Garbage and refuse disposal. All rubbish, trash or garbage shall be kept in containers, out of view, and not allowed to accumulate on the premises. No rubbish, trash or garbage shall be burned on the premises. Incinerators of very kind shall be prohibited. An electric garbage disposal unit shall be installed in each dwelling house.

10. Conveyance restrictions. Deed of conveyance of the premises, or any part thereof may contain the foregoing restrictive covenants by reference to this document, but whether or not such reference is made in such deeds, each and all of said restrictive covenants shall be valid and binding upon the respective grantees. Invalidating of any one of the reservations, covenants or restrictions herein by judgement, order or decree of the court of competent jurisdiction shall not affect any of the other reservations, covenants or restrictions, which shall remain in full force and effect.

11. Landscaping. Trees, lawns, shrubs, or other plants provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon the request of the home owners. Landscaping of all front and side yards shall be completed no later than 60 days from the issuance of a certificate of occupancy from the Tooele City Building Inspection Department. Landscaping of the back yards shall be completed no later than 150 days from the same date mentioned above.

12. Maintenance fee. A fee agreed upon the by majority of the home owners will be paid each month. All home owners in the Planned Unit Development and A.J. DeLaMare will pay the same fee. The total fee will be an amount to pay snow removal on private road. Private road and adjacent area maintenance and gardening up keep and other expenses related to private road and common area deemed appropriated by the majority of home owners.

A.J. DeLaMare is to be considered a home owner with one vote. If DeLaMare Tract is developed (Limit two additional homes) home owners in said tract will become home owners with one vote each with all privileges and responsibility of other home owners.

For the purpose of the "maintenance Fee" paragraph 12, land owners will become home owners when a certificate of occupancy is issued by Tooele City.

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Dated this 14th day of October, 1993.

William G. Bickmore  
William G. Bickmore, Co-Trustee

Maurine J. Bickmore  
Maurine J. Bickmore, Co-Trustee

STATE OF UTAH

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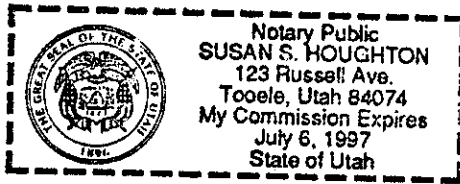
COUNTY OF TOOELE

On the 14th day of October, 1993, personally appeared before me, William G. Bickmore and Maurine J. Bickmore, Co-Trustees of The William G. Bickmore and Maurine J. Bickmore Living Trust, the signers of the within instrument who duly acknowledged to me that they executed the same.

Susan S. Houghton  
Notary Public

Residing: Tooele, UT

Commission Expires: 7-6-97



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