

JAN 8 1979  
Recorded at 1020  
Request of SECURITY TITLE COMPANY  
Fee \$100.00  
Recorder, Salt Lake County, Utah  
By Cheryl Warrington  
Ref.

WHEN RECORDED RETURN TO:  
Bell Mountain Corporation  
17-0 South State Street  
Salt Lake City, Utah 84115

3220572 SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

SALT LAKE COUNTY, UTAH

THIS DECLARATION, made this 26th day of October 1978, by BELL MOUNTAIN CORPORATION, A Utah Corporation, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, Declarant is the owner of the real property in the County of Salt Lake, State of Utah described as:

Lots 501 through 525 inclusive in Pepperwood Phase V.

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of the portion of said tract and all of the property described herein and the adoption and establishment of covenants, conditions and restrictions upon said real property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of said tract; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the portion of said tract and has heretofore created a corporation to which has been delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, Pepperwood Homeowner's Association, a nonprofit corporation, has been incorporated under the laws of the State of Utah for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant will convey title to all of said lots in the portion of said tract subject to certain protective covenants, conditions and restrictions hereinafter set forth.

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and property described above shall be held, sold and conveyed subject to the bylaws of the Pepperwood Homeowner's Association and to the original covenants, conditions and restrictions made for the Pepperwood Subdivisions Phases I and II made on the 27th day of July, 1973 and recorded September 11, 1973 in Book 3415, pages 342-352 in the Office of the Salt Lake County Recorder. Said covenants, conditions, restrictions and easements are hereby declared to be for the benefit of the whole tract and all of the property described herein and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the said real property and shall be binding on all parties having or acquiring any right, title or interest in the described real property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said real property and every part thereof as servitude in favor of each and every parcel thereof as the dominant tenement or tenements. The covenants as herein mentioned shall be as binding on all lots in Pepperwood Phase V as on all other lots in the Pepperwood Subdivisions.

ADDENDA TO ARTICLE VII - ARCHITECTURAL CONTROL

Section 2. Landscaping Control. Recognizing that several feet between the road pavement and individual lots is common area, each lot owner shall be responsible to landscape and maintain said common area where it adjoins his lot according to the specifications of the Architectural Control Committee. The general requirement where no curb or gutter exists shall be to create a sodded swale or depression between the road(s) and lot line which

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shall serve as a small collection pond during rainfall and thawing of snow. Each lot shall be landscaped to retain its own water and proportionate share of water from the road(s).

Section 4. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within a period of one (1) year following commencement of construction. Completion shall include finished roof, exterior masonry and trim, finished driveway and walkways and final inspection by city officials. The front yard of each lot shall be landscaped within a period of one (1) year following exterior completion of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following exterior completion of each dwelling.

Section 7. Maintenance of Medians. Where lots adjoin the bicycle path along Pepperwood Drive (lots 501, 502, 503, 504, 505, 506, 525) each owner of such lots shall install at his own expense and connect to his water meter an individual sprinkling system in the median between the bicycle path and Pepperwood Drive and plant sod according to the specifications of the Architectural Control Committee. Such lot owners shall maintain said median in an attractive manner, including the regular mowing of grass, weeding and fertilizing and shall maintain the sprinkling system and turf in a manner consistent with the entire median along Pepperwood Drive and shall not alter or change the appearance of the median unless authorized in writing by the Pepperwood Homeowner's Association. Owners shall also maintain any trees which might be planted in said median by the Association at some future date. Each median shall be completed including the installation of sprinkling system within one (1) year following exterior completion of the dwelling.

Where a lot owner's property adjoins Pepperwood Drive, said owner shall maintain the entire area to the bicycle path and Pepperwood Drive in an attractive manner and in harmony with other such areas in Pepperwood.

If a lot owner desires to fence his property along Pepperwood Drive, his fence plans shall conform to guidelines established for such fencing and shall first be approved in writing by the Architectural Control Committee. If such fencing is permitted, lot owners shall continue to maintain, in an attractive manner, the area between the fence and the bicycle path and/or Pepperwood Drive.

Section 8. Maintenance of Cul-de-sac Planting Areas. Lot owners whose properties lie near cul-de-sac planting areas (523, 524, 515, 516 and 507, 508, 509, 510) shall cooperate among themselves in maintaining such planting areas in an attractive manner.

Section 9. Exterior Walls of Dwellings. Exterior walls of all dwellings shall be constructed of a minimum of fifty percent (50%) brick, stone or slump block. No cultured stone, concrete or other materials will be permitted for use in the above stated minimum unless they conform to the R-P zoning ordinance and unless they are approved in writing by the Architectural Control Committee.

ADDENDA TO ARTICLE X - USE RESTRICTIONS

Section 8. Upon failure or neglect of any owner to remove rubbish, trash, weeds or unsightly debris from his lot within 10 days after written notice to remove such has been mailed to him by the Homeowner's Association, the Association may cause the same to be removed and the individual lot owner shall be responsible for the reasonable expenses of such removal. Failure to pay such expenses shall result in a special charge against the lot owner's account and may result in a lien against said lot as outlined in Article V, Section 1 of these covenants.

Section 12. With respect to lots 501 to 514 inclusive, and lots 520 to 525 inclusive, no construction of any kind shall take place and no natural vegetation shall be removed beyond 100 feet from the front property line, without special consideration and written approval by the Architectural Control Committee. Each property owner shall be responsible to ensure that no erosion or water drainage shall take place on his lot which may adversely affect neighboring properties and/or roads.

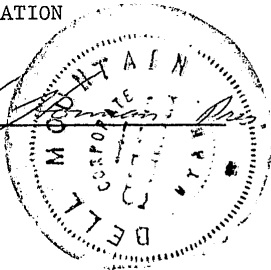
Section 13. Any disturbance of hillsides shall be controlled by the Pepperwood Homeowner's Association. Grading plans, retaining hills, revegetation etc. shall be approved by Sandy City. With respect to lots 513, 514, 523, 524 and 525, a grading plan of a scale at least 1 inch = 10 feet shall be submitted to Sandy City for approval and no grading or disturbance shall take place until such approval is granted.

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SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTION  
(PHASE V)

IN WITNESS WHEREOF, Declarant has executed this instrument the day  
and year first hereinabove written.

BELL MOUNTAIN CORPORATION

BY Charles H. Horman, President  


STATE OF UTAH )  
                  ) SS.  
COUNTY OF SALT LAKE)

On Oct. 26, 1978, before me, the undersigned, a Notary  
Public in and for said County and State, personally appeared Charles H. Horman,  
known to me to be the President of BELL MOUNTAIN CORPORATION, the corporation  
that executed the within instrument, and known to me to be the person who execu-  
ted the within instrument on behalf of the corporation therein named, and acknow-  
ledged to me that such corporation executed the same.

WITNESS my hand and official seal.



Don F. Hoyt  
Notary Public in and for said County and  
State

March 24, 1982  
My Commission Expires

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