

WHEN RECORDED, RETURN TO:  
Longview Development  
1760 South State Street  
Salt Lake City, Utah 84115

4790984  
21 JUNE 89 04:24 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: REBECCA GRAY , DEPUTY

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
SALT LAKE COUNTY, UTAH

THIS DECLARATION, made this 21<sup>st</sup> day of JUNE 1989 by LONGVIEW DEVELOPMENT, 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 901-921 in Pepperwood Phase 9.

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 non-profit 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 lot 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 lot 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 Subdivision 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 with certain exceptions and additions hereinafter enumerated. 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 contained herein shall be binding on Lots 901-921 in Pepperwood Phase 9.

DELETION TO ARTICLE VI - NON PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Delete the following words: "but not to exceed \$10.00 per each delinquent assessment."

ADDENDA TO ARTICLE VII - ARCHITECTURAL CONTROL

Section 1. Architectural Approval. Modify to read as follows:

No improvements, including but not limited to dwelling houses, swimming pools, parking areas, fences, walls, tennis courts, garages, drives, landscaping, antennae, curbs, walks, shall be erected, meaningfully altered or permitted to remain on any lands within the subdivision unless the plans are approved in writing by the Sandy City Building Department and the Pepperwood Architectural Committee prior to the commencement of such work.

4790984

BOOK 6137 PAGE 1544

Buildings proposed for construction in this hillside Sensitive Area Zone shall be designed to be visually compatible with the natural beauty of the hillsides and canyons. The use of building materials in colors that will blend harmoniously with the natural settings are encouraged. Such materials as natural woods, brick (earth colors) and stone are considered to be most appropriate.

All plans and specifications and other materials shall be submitted in duplicate to the Architectural Control Committee. Plans and resubmittals thereof shall be approved, disapproved or otherwise acted upon in writing within thirty (30) days. One set shall be returned to the lot owner. Failure of the Committee to respond to a submittal or resubmittal of plans or materials within thirty (30) days shall be deemed to be an approval of plans as submitted or resubmitted. However, if the committee is unable to decide or act, due to special circumstances, any plans in question shall be referred to the Pepperwood Board of Trustees for consideration and an additional fifteen (15) days shall be granted for a decision.

Section 2. Landscaping Control. Add the following words:

Each member shall maintain his lot, including the dwelling, accessory buildings, fence, walls, landscaping, etc., in an attractive and sure manner so as not to detract from the community. 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 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 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). Said swale shall be no less than 7-1/2 feet wide and shall extend along all streets designated as Lot "A" where no curb or gutter exists except where a driveway or sidewalk connect to a street. The swale shall be no less than one foot lower than the pavement along its entire length.

Section 4. Building and Landscaping Time Restrictions. Modify first paragraph to read as follows:

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, landscaping and final inspection by City officials. All exteriors and all landscaping shall be completed prior to occupancy. However, if landscaping cannot be completed within said one year period, due to winter weather conditions, a bond or letter of credit shall be posted with the Architectural Committee to guarantee completion. The amount of said bond shall be determined by the Architectural Committee.

ADDENDA TO ARTICLE VIII

Section 1. Duties and Powers. Add the following paragraph:

(j) Implement reasonable rules and regulations as to the use or improvement of the common areas and the enforcement of these Covenants, By-Laws of the Association, or any regulations adopted, including the right to levy additional or irregular assessments against any property or its owner found to be in violation of the aforesaid conditions or which are violated by the owner, his family, his tenant, or occupant.

ADDENDA TO ARTICLE IX - EASEMENTS

Section 6. Bureau of Reclamation Right-of-way.

THE UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, herein called the UNITED STATES, and the METROPOLITAN WATER DISTRICT OF SALT LAKE CITY, herein called the DISTRICT, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of lots 903, 904, 905, 906, 907, 908, 911, 912 and on a part of the road (identified as Lone Hollow or Lot "A." Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval.

Structures that may not be constructed in, on, or along United States rights-of-way include buildings, garages, carports, trailers, swimming pools, patios, tennis courts, masonry block walls or other permanent structures as designated by the United States. Protection Criteria guidelines may be obtained from the DISTRICT or Bureau of Reclamation.

Forty-eight (48) hours prior to excavation for construction of any homes or appurtenant improvements on lots 903, 904, 905, 906, 907, 908, 911 and 912 shown on the official plat, the location of said homes or improvements shall be staked in the field and the UNITED STATES and the DISTRICT shall be notified to permit inspection and approval to avoid any encroachment on the Aqueduct right-of-way.

Any increase in the cost to reconstruct, operate, maintain and repair the Aqueduct and appurtenant structures which might result from the construction of homes and other physical structures on the right-of-way shall be borne by each lot owner and successors in interest and such costs shall constitute a lien on said lots until paid.

In accepting title to any lot upon which the UNITED STATES and DISTRICT have a claim as hereinabove described, such lot owners shall indemnify and hold the UNITED STATES and the DISTRICT harmless against all claims of every character arising out of or in connection with the construction, operation or maintenance of such lots and improvements which may hereafter result from the construction, operation, or maintenance of the Salt Lake Aqueduct or any other works of facilities of the Provo River Project or any other UNITED STATES project. This will not be construed to include negligent or wrongful acts of the UNITED STATES, the DISTRICT, or their agents or assigns.

Section 7. Big Willow Creek

Special requirements apply to lots along Big Willow Creek. Any changes to this channel shall be coordinated and approved by Salt Lake County Flood Control (see Addenda to Article X, Section 13).

Section 8. Turn Around

A turn around easement to facilitate vehicles shall be provided on lot 916.

ADDENDA TO ARTICLE X - USE RESTRICTIONS

Section 8. Add the following paragraphs:

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 10. Modify as follows:

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 12. Hillside Restrictions

This subdivision lies within the Sandy City Sensitive Area Overlay Zone. Specific conditions apply and approvals must be secured from Sandy City and the Pepperwood Architectural Control Committee prior to any removal of vegetation or commencement of any excavation or construction activity. Grading plans, disturbance of hillsides, retaining walls, revegetation etc. shall be approved and controlled by Sandy City.

(a) Maximum Impervious Material Coverage. The maximum impervious material coverage that shall be allowed upon lots shall be 30 percent of the total lot area or 5,000 square feet, whichever is smaller, including accessory buildings, patios, and driveways; provided, however, that the maximum impervious material coverage may exceed 30 percent or 5,000 square feet upon review and approval by the Planning Commission.

(b) Usable Land. Single family dwelling structures shall be located only upon areas constituting usable land, which area shall be fully contiguous and shall be at least 5,000 square feet in size, and shall have a minimum dimension, either length or width, of 50 feet.

(1) Location of a dwelling structure shall not be within an average of 20 feet (no point being closer than 10 feet) of a continuous hillside slope (upslope or downslope) of 30% or greater. The Sandy City Engineering Department may require greater setbacks from the slopes based on unusual circumstances.

(2) Dwelling structures shall be set back no further than 250 feet from a public or private street.

(c) Grading, Cuts and Fill.

(1) Exposed unstable surfaces of an excavation or fill shall not be steeper than one vertical to two horizontal.

(2) All permanent fill shall be located so that settlements, slidings, or erosions shall not damage or cover streets, curbs, gutters, sidewalks or buildings.

(3) The top and bottom edges of slopes caused by an excavation or fill up to 10 vertical feet shall be at 3 horizontal feet from the property line.

(4) The maximum vertical height of all cuts or fills shall be 10 feet. Fills for slumps or other natural depressions may exceed 10 feet if approved by the Sandy City Planning Commission. Cuts and fills greater than 10 feet shall have the recommendation of the Sandy City Engineering Department.

(5) All structures, except retaining walls or soil stabilization improvements, shall have a setback from the crest of the fill or base of the cut of a minimum distance equal to the depth of the fill or the height of the cut, unless a structurally sound retaining wall is built for the cut or fill slope. Retaining walls may be a part of the dwelling unit.

(6) No grading, cuts, fills, or terracing will be allowed on a continuous hillside, crest (upslope or downslope) or a slope of 30% or greater unless otherwise determined by the Sandy City Planning Commission upon recommendation of the Engineering Department.

(d) On-site Development. Each property owner shall be fully responsible for making all improvements in accordance with the development site approval; e.g., drainage, erosion and vegetation constraints.

(e) Driveways. The Sandy City Planning Commission conceptually approves the construction of a driveway up a slope of not more than 15%. If the driveways to the buildings on lots 901 and 902 cut across any 30% slope area, such plans shall be submitted to the Planning Commission for approval.

(f) Construction, Grading and Contour Map and Issuance of Building Permits. There shall be no construction, development or grading upon development sites until final approval has been granted and building permits issued. Before the construction of dwelling units upon lots shall be allowed, a plot plan drawn to a scale (at least 1" = 10') for such lots shall be submitted to the Sandy City Planning Commission or the designated representative, which plot plan shall show lot lines, existing and proposed contours at two foot intervals, location of proposed dwelling units, walks, driveways, patio areas. The plot plan will also show vegetative, drainage, and erosion controls and such plot plan shall be attached to the building permit.

(g) Vegetation and Revegetation. All areas on development sites cleared of natural vegetation in the course of construction of offsite improvements shall be replanted with revegetation which has good erosion control characteristics. Vegetation shall be removed only when absolutely necessary, e.g., for the construction of buildings, drives and cut or filled areas. No vegetation shall be removed on a continuous hillside, crest or a slope 30% or greater unless otherwise determined by the Sandy City Planning Commission. The property owner shall be fully responsible for any destruction of native or applied vegetation identified as necessary for retention and shall be responsible for such destroyed vegetation. He shall carry the responsibility both for employees and subcontractors. The property owner shall replace all destroyed vegetation with varieties of vegetation approved by the Sandy City Planning Commission. The property owner shall assume responsibility upon purchase of the lot.

Section 13. Restrictions along Big Willow Creek

Prior to excavation and construction, silt fences shall be installed on each lot bordering or containing a part of Big Willow Creek. Fences shall not be permitted to cross said creek and shall not be permitted within the easement. Any changes to the subdivision plan as related to Big Willow Creek shall require a Flood Control permit from Salt Lake County Flood Control.

Section 14. Potential Water Hazards

Within some areas of this subdivision lie layers of hard clay or shale. Where outcroppings of such layers exist, there is a potential for springs. During planning and construction, owners and contractors should be alert for signs of such outcroppings and water hazards. Special safeguards such as French Drains may be required to prevent water seepage into basement areas. In such instances, the assistance of an hydrologist is recommended to insure against water damage, particularly during wet years.

ADDENDA TO ARTICLE XI

Section 9. Breach or Violation. Add the following section:

All owners shall comply with all terms and conditions of this Declaration, the By-Laws of Pepperwood Homeowners Association and any rules and regulations adopted thereunder. In the event of a failure to comply with any of the aforesaid by the owner, his family, or any occupant, the owner shall be responsible to the Homeowners Association for all violations and shall pay all attorney's fees and costs incurred as a result of said non-compliance or violation.

ARTICLE XII (Additional Article)  
Use and Technical Requirements

Section 1. Single Family Dwellings.

(a) All dwellings shall be single-family dwellings and may include the following accessory buildings and structures not used for residential occupancy: an attached private garage for the storage of not more than four (4) automobiles owned by persons residing on the premises; carports; carriage houses; greenhouses for private use only; private swimming pools; pergolas and arbors.

(b) Every single-family dwelling shall have a minimum of a two car garage with the roof of the garage directly attached to the dwelling. No more than forty-five (45%) of the garage shall be in front of the average front line of the dwelling. No door in the garage may face the front yard.

(c) No fences shall be allowed in the front yards from the average front line of the dwelling forward. Hedges and landscaping shall be permitted.

(d) Exterior walls of all dwellings shall be constructed of a minimum of fifty percent (50%) brick, stone, cast stone or slump block. No cultured stone, concrete or other materials shall be permitted for use in the above unless approved in writing by the Architectural Committee.

Section 2. Any agricultural uses shall be non-commercial, e.g. row crops, grains, fruit and shall be confined to the rear yard.

Section 3. No horses, fowls or animals other than household pets shall be allowed. Said household pets shall be limited in number to two (2) only of any particular species, except newborns up to the age of four (4) months of age.

Section 4. Temporary buildings for use incidental to construction work, which buildings shall be removed upon the completion or abandonment of the construction work.

Section 5. Area Requirements. The minimum lot area shall not be less than twenty thousand (21,000) square feet.

Section 6. Side Yard Requirements. The minimum side yard for any single-family dwelling and garage shall be twelve (12) feet, and the total width of the two required side yards shall be not less than twenty-five (25) feet. One (1) foot side yard minimum shall be required for accessory buildings provided the walls are constructed of fire-resistive materials of two (2) hours or more. Accessory buildings having walls which are not constructed of such fire-resistive materials shall have a side yard of at least ten (10) feet. No accessory building shall be built closer than twenty (20) feet to a dwelling on an adjoining lot.

Section 7. Front Yard Requirements. The minimum depth of front yards for main buildings and for private garages shall be forty (30) feet from the right-of-way line. All accessory buildings (other than attached garages) shall be located at least six (6) feet to the rear of the main building.

Section 8. Rear Yard Requirements. The minimum depth of the rear yard for any main buildings shall be twenty-five (25) feet. Accessory buildings shall be located at least one (1) foot from the property line provided the walls are constructed of fire-resistive materials of (2) hours or more. Accessory buildings having walls which are not constructed of such fire-resistive materials shall have a rear yard of at least 10 feet. On corner lots no accessory buildings may be closer to the right-of-way than dwellings.

Section 9. Height Requirements. No single-family dwellings shall be erected to a height greater than thirty-five (35) feet above grade. No accessory building shall be erected to a height greater than one story above grade. No building shall be erected to a height of less than one story above grade.

Section 10. Size of Buildings. The following requirements shall apply to the size of single-family dwellings.

(a) Single story dwellings shall have at least two thousand (2,000) square feet on the ground floor, exclusive of garage.

(b) Two story dwellings shall have a combination of at least 2,700 square feet on the ground and second floor levels, exclusive of garage, provided that the garage is attached to the side of the dwelling and not located at the basement level.

Section 11. Use of Dwelling Unit. No more than one family per dwelling unit shall be allowed. Household employees living in, i.e., maid, butler, etc., shall be permitted. Private offices intended for the home work of the occupants shall also be permitted.

ARTICLE XIII (Additional Article)  
Exceptions

Any exceptions to this Supplementary Declaration of Covenants, Conditions and Restrictions shall require the approval, in writing, of the Pepperwood Homeowners Association Board of Trustees. Such approval shall be valid only in so far that it does not conflict with the requirements of any federal, state, local or municipal authorities, including utility companies, or with any applicable official documents relating to this subdivision.

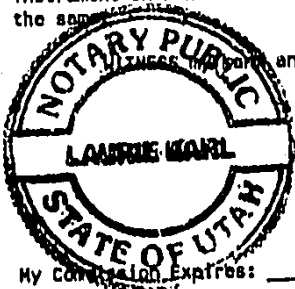
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

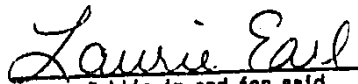
Longview Development

  
By Charles H. Horman, President

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

On June 21, 1989, 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 Longview Development, the corporation that executed the within instrument, and known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

  
My Commission Expires: May 5, 1991

  
Notary Public in and for said  
County and State

BOOK 6137 PAGE 1549