

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

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09 AUGUST 91 03:00 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: DIANE KILPACK, DEPUTY

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PEPPERWOOD CANYON #4

THIS DECLARATION, made this 7th day of AUG, 1991 by LONGVIEW DEVELOPMENT, a Utah Corporation, hereinafter referred to as "Declarant":

WITNESSETH:

WHEREAS, the Declarant, Longview Development, a Utah corporation is the owner of the following described real property, to wit:

Lots 401 through 412 inclusive, Pepperwood Canyon #4 subdivision, a part of Section 14, Township 3 South, Range 1 East, Salt Lake Base and Meridian, according to the plat thereof, recorded in the office of the County Recorder of Salt Lake County, State of Utah, and

WHEREAS, Salt Lake County Flood Control District, and Sandy City, both political entities, of the State of Utah, are charged with the responsibility of enforcing all laws and regulations pertaining to flood control structures and facilities including construction and maintenance of those facilities.

NOW THEREFORE, in consideration of the premises and as part of the general plan for improvement of said property, the undersigned hereby declares the property hereinabove described subject to the restrictions and covenants herein recited.

ARTICLE I - DEFINITIONS

Section 1.01: "Property" or "Project" shall mean all the real property described above, consisting of 12 lots and shall include any and all annexations to Pepperwood Canyon #4 subdivision.

Section 1.02: "Lot" shall mean any plot of land or parcel shown upon any recorded subdivision map of the property.

Section 1.03: "Owner shall mean the record owner of a fee simple title to any lot which is a part of the Property.

Section 1.04: "Mortgage - Mortgagee - Mortgagor". Reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of the deed of trust.

Section 1.05: "Family" shall mean a group of natural persons related to each other by blood or legally related to each other by marriage or adoption.

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ARTICLE II - GENERAL RESTRICTIONS AND REQUIREMENTS

Section 2.01. Land Use and Building Type. All lots shall be used exclusively for single family residential purposes. Except as may be specifically provided in Article III hereof, no building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling with enclosed garage for at least two cars and no lot may be divided, subdivided or separated into smaller parcels unless approved in writing by the Architectural Control Committee, which approval shall be granted in accordance with the guidelines found in this Declaration.

Section 2.02. Dwelling Size and Materials. No single story dwelling shall be constructed, altered, placed or permitted to remain on any lot unless the main floor area, exclusive of basement, open porches and garages, is 1,500 square feet or greater. No multi-story dwelling shall be constructed, altered, placed or permitted to remain on any lot unless the main floor and other floors exclusive of basements, open porches and garages is a total of 2,200 square feet or greater. Unless prior written approval is first given by the Architectural Control Committee, no artificial stone or thin brick and no logs may be used in the exterior construction of a dwelling. The Architectural Control Committee may approve a home of a size smaller than as provided in this paragraph only where, after considering all relevant factors, it is determined to be clearly unreasonable, under the given circumstances, to require the larger size home.

Section 2.03. Building Location. No building walls or foundation shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back described under prevailing zoning. Notwithstanding any zoning requirements to the contrary, except where special, written approval is first given, no building shall be located on any lot nearer than 30 feet to the front line, or nearer than 20 feet to any side street line, or nearer than 8 feet to any interior lot line, or nearer than 30 feet to the rear lot line.

Section 2.04. Building and Landscaping Time Restriction. The exterior construction of all structures shall be completed within a period of one (1) year following commencement of construction. All landscaping of each lot shall be completed within a period of one (1) year following completion or occupancy of each dwelling, whichever shall occur first.

Section 2.05. Fire Protection. Each dwelling on lots 410, 411 and 412 may be required by Sandy City to contain an automatic fire sprinkling system according to current and prevailing codes and requirements. An area sufficiently wide to accommodate the turn-around of a fire truck may also be required by Sandy City between lots 410 and 411.

Each residence in the subdivision shall have installed surrounding it a sprinkler system for fire protection which may also be used for irrigation. All residents shall strictly comply with all state and city ordinances pertaining to fire hazard control. All stacks and chimneys from fireplaces in which combustibles, other than natural gas are burned shall be fitted with spark arrestors. Each residence shall have and maintain, in operable condition, at least 100 feet of garden hose, readily accessible, connected or immediately adjacent to a year round water source. There shall be no exterior fires whatsoever except barbecue fires contained within appropriate receptacles.

Section 2.06. Nuisances, Unreasonable Annoyances and Noxious Activities. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood. Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the project.

Section 2.07. Signs. No signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any lot without written approval having been first obtained from the Architectural Control Committee; provided, however, that the restrictions of this paragraph shall not apply to any sign or notice seven square feet or smaller in size which states that the premises are for rent or sale. The Association may cause all unauthorized signs to be removed. This section shall not apply to any signs used by Declarant or his agents in connection with the original construction and sale of the residences.

Section 2.08. Antennas. All television and radio antennas, satellite dishes or other electronic reception or sending devices shall be completely erected, constructed and placed within the enclosed area of the dwelling or garage on the lot. Exceptions must first be approved in writing by the Architectural Control Committee.

Section 2.09. Animals. No horses, fowls or animals, other than ordinary household pets which do not constitute a nuisance, shall be allowed within the subdivision. Dogs and cats belonging to owners, occupants or licensees or invitees within the property must be kept within an enclosure (or on a leash being held by a person capable of controlling the animal). The enclosure must be so maintained that the animal cannot escape therefrom. 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 2.10. Storage of Vehicles and Materials. No truck larger than 3/4 ton, trailers, recreational vehicles including campers, boats and motor homes and similar equipment shall be permitted to remain upon any lot unless placed or maintained within a garage or carport or located behind the front set-back line of the residence. Recreational and other vehicles not used on a regular basis shall not be parked overnight on the street or in driveways in front of the residence front set-back line, and shall be allowed to remain over-night on the property described only if housed in a garage, carport, or located behind the front set-back line of the residence. Appropriate and reasonable screening may be required by the Architectural Control Committee. Failure to comply with the provisions hereof shall constitute a nuisance. No storage of articles, materials, equipment or vehicles of any nature is permitted in the front portion of any lot except that a reasonable number of regularly used passenger cars can be parked on driveway areas.

Section 2.11. Rubbish and Unsightly Debris, Etc. Notwithstanding any other provision in the Declaration, no owner shall allow his lot to become so physically encumbered with rubbish, unsightly debris, equipment, or other things or materials so as to constitute an eyesore as reasonably determined by the Architectural Control Committee. Within 20 days of receipt of written notification by the Association of such failure, the owner shall be responsible to make appropriate corrections.

Section 2.12. Temporary Structures, Etc. No structure of a temporary character, or trailer, camper, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently, unless first approved in writing by the Architectural Control Committee and Declarant.

Section 2.13. Non-Residential Uses. No part of the property shall be used for any commercial, manufacturing, mercantile, vending, or other such non-residential purposes unless approved in writing by the Architectural Committee and Declarant. Provided however, that professional and administrative occupations may be carried on within the residence so long as there exists no meaningful external evidence thereof. The Declarant, its successors or assigns may use the property for a model home site, display, and sales office during the construction and sales period.

Section 2.14. Drilling Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot nor shall oil wells, tunnels, mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for oil or natural gas or water shall be erected, maintained or permitted upon any lot.

Section 2.15. Fences and Walls, Hedges and Screens. No fence, walls, or non-living screens shall be constructed on any lot without written approval first having been obtained from the Architectural Control Committee and in no event shall approval be given to precast fences or vinyl or metal slats in chain link fences or any fences which exceed six feet in height without the lot owner first showing good cause as to why an exception to this strict policy should be granted.

Front yard fences, walls and non-living screens are discouraged and require prior approval before construction. Such fences, walls and screens may be approved only following careful scrutiny by the Architectural Control Committee. In no event shall any fence, or wall, higher than three (3) feet be allowed in the front yard or in side yards from the average front line of the dwelling forward and in no event shall any chain link or precast fences of any kind be permitted in those locations. Hedges and landscaping will be permitted in such locations, but no fence, hedge, wall, landscaping or screen of any kind shall be erected so as to constitute a traffic hazard, particularly near corners and street intersections.

Section 2.16. Landscaping and Parking Strip. Only such oak foliage shall be removed from each lot as is necessary for clearing the driveway, excavation for the foundation, and for lawn and patio areas. All front yards, side yards, and rear yards shall be landscaped. Areas covered with scrub oak will be considered landscaped. Deviations from this standard will be allowed by the Architectural Control Committee and Declarant only for good cause shown. Each lot shall be landscaped and maintained in such a manner so as to prevent any erosion thereof upon adjacent streets or adjoining property.

ARTICLE III - ARCHITECTURAL CONTROL COMMITTEE

Section 3.01. Committee Appointment and Composition. The Architectural Control Committee shall consist of three to five members, who may or may not be lot owners within the Project. The Committee shall act by a majority vote of those present in any meeting duly called for conducting the official business of the Committee, provided that such majority shall consist of not less than two Committee members. Notwithstanding anything to the contrary which may appear elsewhere herein, the Committee members shall be appointed only by the Declarant, Longview Development, or its successor, until such time that the Declarant relinquishes such authority by written instrument. No Committee member shall be entitled to any compensation for services performed pursuant to this Declaration. However, the Architectural Control Committee may, at its discretion, employ an outside professional architect or engineer or other consultant or professional to assist it in its functions and a reasonable fee (to be established by the Architectural Control Committee) may be charged to the lot owner for such service. No member of the Committee shall be liable to any person for his decisions or failure to act in making decisions as a member of said Committee. At such time when the Declarant, Longview Development or its successor, relinquishes architectural authority, it shall become the responsibility of the property owners to hold a meeting among themselves and to elect members to serve as the Architectural Control Committee. In the absence of such a meeting and election, the members serving as the committee (other than the Declarant), at the time of withdrawal by the Declarant, shall continue to serve as the Architectural Control Committee until their resignations are tendered or until such time that an election is held.

Section 3.02. Scope. No building, residence, dwelling, garage, carport, wind generation device, accessory building, or fence, wall, non-living screen or other structure or landscaping shall be commenced, erected, placed or meaningfully altered on any lot until the plans, specifications and plot plans showing the location and nature of such structure, building, landscaping or other improvement or meaningful alteration have been submitted to and approved in writing by the Architectural Control Committee, which may consider such factors as (but not limited to) the quality of workmanship and materials, design, harmony of external design with existing project structures, location with respect to topography and finish grade elevation, preservation and enhancement of the natural beauty of the area and safety.

The Architectural Control Committee may condition such approval on the lot owner depositing cash in the sum of One Hundred Dollars (\$100.00) with the Architectural Control Committee, the purpose of which shall be to further ensure that the lot owner (1) fulfills his responsibility to keep his lot in a condition so as to prevent the rubbish and debris which accumulates during the construction process from blowing or collecting on neighboring lots and (2) reasonably cleans up his lot at or near the completion of the construction process. If the lot owner fails in either of these two responsibilities, the \$100.00 deposit may be kept by the Architectural Control Committee as a fine upon such lot owner or as liquidated damages to the Association. If any such failure is not remedied within 15 days after written notice thereof, the Architectural Control Committee may remedy such condition itself and in connection therewith it may have reasonable access to the lot and shall charge the lot owner for the cost of the remedy.

Section 3.03. Process of Approval. Plans and resubmittals thereof shall be approved, disapproved or otherwise acted upon in writing within thirty (30) days. All plans and specifications and other materials shall be submitted in duplicate. One (1) 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 disapproval of plans as submitted or resubmitted.

If, after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection and maintenance shall be deemed to have been undertaken without the approval of the Committee having been obtained as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all of the provisions hereof unless a notice of such non-compliance or non-completion, executed by one member or more of the Committee shall appear of record in the office of the County Recorder, or legal proceedings shall have been instituted to enforce compliance with these provisions. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specifications, if or when the same features or elements are embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other residences. Upon approval of the Committee acting in accordance with the provisions of this Declaration, it shall be conclusively presumed that the location and height of any improvement do not violate the provisions of this Declaration.

Section 3.04. Declarant and Architectural Control Committee Not Liable. The Declarant and Architectural Control Committee shall not be liable in damages to any person submitting any plans for approval, or to any Owner or Owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Neither the Declarant, nor the Architectural Committee nor any member thereof, nor their duly authorized representative shall be liable to any Owner for any loss, damage or injury arising out of or in any way connected with the performance of the Declarant's or the Architectural Committee's duties hereunder unless due to the willful misconduct or bad faith of the Declarant or the Architectural Committee. Any Person or group acquiring the title to any

property in the Subdivision or any person submitting plans to the Declarant or to the Architectural committee for approval, by so doing shall be deemed to have agreed and covenanted that he, she, or they will not bring any action or suit to recover damages against the Declarant or the Architectural Committee, its members as individuals, or its advisors, employees, or agents.

ARTICLE IV - EASEMENTS, HILLSIDE DISTURBANCE AND FLOOD CONTROL

Section 4.01. Utility Easements. Easements for installation and maintenance of drainage facilities and public utilities are reserved over the front, rear, and side seven feet of each lot. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities. However, the Architectural Control Committee may approve a structure such as a fence or wall or landscaping where constructed at the lot owners risk of having it dismantled, taken out, or destroyed where necessary because of drainage or public utility servicing, installation, alteration or maintenance. The easement area of each lot and all improvements herein shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible to maintain.

Section 4.02. Sensitive Area Overlay Zone. This subdivision lies within the Sensitive Area Overlay Zone of Sandy City. Each lot owner is responsible to review and comply with all requirements of said zone. Complete requirement details may be obtained from Sandy City. Structures are prohibited within an average of 20 feet (no point being closer than 10 feet) of a continuous hillside, crest (upslope or downslope) or a slope of 30% or greater. No grading, cuts, fills, terracing or vegetation removal shall 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 Sandy City Engineering Department. Fencing shall be prohibited from 30%+ slope areas. Any exceptions to this Section 4.02 or the Sensitive Area Overlay Zone must be obtained in writing from Sandy City.

Section 4.03. Flood Control Responsibility. Construction of berms, channels or other flood control facilities is the sole responsibility of the lot owner and shall be done in accordance with flood control district plans approved by Sandy City and/or Salt Lake County Flood Control. Such construction shall commence at the time the lot is graded or otherwise altered from its natural state.

Section 4.04. Design of Flood Control Facilities. Each property owner shall maintain, at his own expense, flood control facilities on his individual lot in such a manner as to provide flood protection according to a design approved by the Flood Control District.

Section 4.05. Recourse. In the event the lot owner does not erect or maintain such facilities in an approved manner, Sandy City and/or Salt Lake County Flood Control District shall have the right to repair, construct or otherwise maintain such facilities at the expense of the lot owner.

ARTICLE V - DURATION AND AMENDMENT

Section 5.01. Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a declaration of termination is recorded with the County Recorder meeting the requirements of an amendment to this Declaration as set forth in Section 2 of this Article.

Section 5.02. Amendment. No amendment to Article VIII shall be effective unless approved in writing by all of the record holders of all encumbrances on all lots in the Project at the time of such amendment and by not less than seventy-five percent (75%) of the record owners of all lots at the time of such amendment, excluding lots owned by Declarant. All other amendments shall be effective only upon written

approval by not less than seventy-five percent (75%) of the record owners of all lots in the Project at the time of such amendments. Nevertheless, Declarant may at any time amend the Declaration to qualify the Project with lending institutions and until the close of the escrow established for the sale by Declarant of its last lot in the Project (including lots in any annexations thereto), Declarant shall have the sole right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification. "The close of escrow" shall be deemed to be the date upon which a deed conveying the lot is recorded.

ARTICLE VI - APPEALS

Section 6.01. Appeals. Any written decision by the Architectural Control Committee may be appealed by the lot owner affected thereby to the Declarant or to the Declarant's delegee or assignee as the case may be.

Any original written decision by the Architectural Control Committee may be appealed by the affected lot owner to an ad hoc appellate committee of five people, called by the Declarant. This committee shall be formed as follows. The Board shall place the name of each lot owner of this subdivision in a container on a separate piece of paper of uniform size and shall randomly draw therefrom the names of five people. Additional names shall likewise be drawn as necessary until five people have accepted and been appointed.

All appeals shall be governed by the following rules: (1) such appeals shall be in writing; (2) the appeal shall specifically state the decision or portion of decision complained of; (3) the appeal shall state the reasons in detail why such decision is considered to be erroneous; (4) the appellant shall include with the appeal all supplemental materials supporting the appeal and (5) provide a citation to all cases and laws relied upon (together with a summary or copy thereof) in support of the appeal and (6) such appeal shall be filed with the Declarant, its delegee, or assignee within ten (10) days after the written decision, the subject of the complaint, has been served upon the aggrieved party.

The appellate body shall render its written decision on the appeal within thirty (30) days after receipt, or as soon thereafter as reasonably possible. Such decisions may be made (at the discretion of the deciding party) without the benefit of oral testimony, or further written or other evidence being submitted by the Appellant. All appellate decisions shall be decided by a majority of those considering the matter. The appellate decision is final.

ARTICLE VII - MISCELLANEOUS

Section 7.01. Severability. Invalidation of any one of these covenants, or any portion thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7.02. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include feminine.

Section 7.03. Covenants, etc. Shall Run with the Land. All of the limitations, restrictions, covenants, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner and are imposed upon said real property as a servitude in favor of each parcel thereof as the dominant tenement or tenements.

Section 7.04. Liability. Neither the Declarant, its assignee, delegee, the Architectural Control Committee or Ad Hoc Appellate Committee or members thereof shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

Section 7.05. Annexation of Additional Property. Any real property may be annexed to the Project in the discretion of the Declarant. Such real property shall be made subject to this Declaration at the time it is annexed.

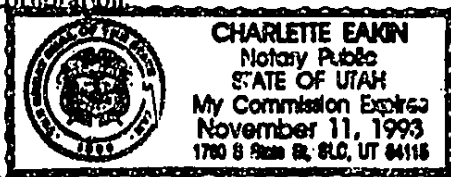
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

LONGVIEW DEVELOPMENT

By: 
Charles H. Horman, President


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

On the 2nd day of August, A.D. 1991 personally appeared before me Charles H. Horman, who being by me duly sworn did say for himself that he, the said Charles H. Horman, is the President of Longview Development 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 said Charles H. Horman duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



My Commission Expires:

11.11.93


Notary Public

Residing in Salt Lake County, Utah