

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

2350

5112150  
15 AUGUST 91 11:48 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
LONGVIEW DEVELOPMENT  
REC BY: SHARON WEST , DEPUTY

5112150

**SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**PEPPERWOOD PHASE 7A & 8A**

**SALT LAKE COUNTY, UTAH**

THIS DECLARATION, made this 22<sup>nd</sup> day of May, 1991 by LONGVIEW DEVELOPMENT, a Utah Corporation, PERRY & ASSOCIATES INC., a Utah Corporation and SIDNEY M. HORMAN JR., an individual, 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 701 through 715 inclusive, lots 792 through 799 inclusive and lots 800, 801 and 806 in Pepperwood Phase 7A & 8A.

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 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 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 701 through 715 inclusive, lots 792 through 799 inclusive and lots 800, 801 and 806 in Pepperwood Phase 7A & 8A.

**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."

BK 6346 Pg 1530

#### 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 Architectural Committee prior to the commencement of such work.

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 safe 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.

Owners of lots adjoining Pepperwood Drive (lots 701 and 806) shall be responsible to maintain, according to the standards established by the Pepperwood Homeowners Association, the common area along said Drive.

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 Pepperwood Drive.

Owners of lots which adjoin bicycle path/utility easements shall landscape to the paved area of the easement, but shall not plant trees or install any permanent structures within the easement areas except as provided for in Article IV Section 6.

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. If landscaping cannot be completed within said one year period, due to winter weather conditions, application for a reasonable extension of time to complete landscaping may be made to the Architectural Committee.

Section 8. Maintenance of Cul-de-sac Planting Area. All lot owners shall cooperate among themselves in maintaining the landscaping of the cul-de-sac planting areas in an attractive manner.

#### 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. Bicycle Path & Utility Easements Bicycle paths and utility easements have been located between lots 711 and 712, and between lots 795 and 796. Said easements are fifteen (15) feet wide (seven-and-one-half feet wide on each lot). No fencing or any other improvements shall be permitted to encroach upon said easements and no vehicles or any other objects shall be permitted to obstruct

BK 6346 Pg 1531

the easement area, either temporarily or permanently. Fencing, if erected, shall not be installed closer than 7.5 (seven-and-one-half feet) from the property line where such path easements exist and landscaping within said easements shall be limited to sod or similar low growing ground cover. If such fencing is installed, the property owner shall be responsible to install and maintain, in an attractive manner, all landscaping between the path and fence.

#### **ADDENDA TO ARTICLE X - USE RESTRICTIONS**

Section 8. Add the following paragraph:

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.

#### **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 percent (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 stump 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.

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 (20,000) square feet. No driveway access shall be allowed to the individual lots or garages from Pepperwood Drive. Driveways shall enter lots and garages from lanes and connecting streets only.

BK6346PG1532

**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 (40) feet from the right-of-way line except for certain exceptions listed in this paragraph. The minimum depth of front yards for dwellings on lots 710, 711, 712, 792, 794, 795, 796, and 797 shall be thirty (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 dwelling 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 two thousand seven hundred (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: 

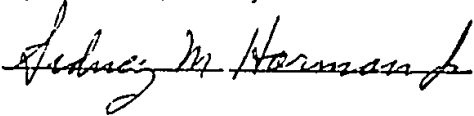
Charles H. Horman, President

Perry & Associates Inc.

By: 

William O. Perry, President

Sidney M. Horman Jr., individually



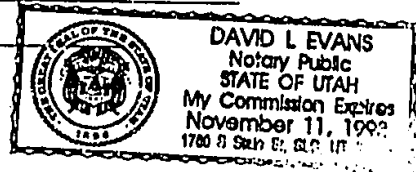
BK6346Pg1533

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

On the 22 day of May, 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 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

Residing in Salt Lake

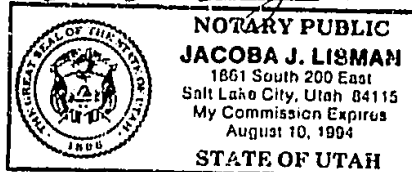


STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On the 22 day of May, A.D. 1991 personally appeared before me WILLIAM O. PERRY, who being by me duly sworn did say for himself that he, the said WILLIAM O. PERRY, is the President of Perry & Associates Inc. 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 WILLIAM O. PERRY duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission Expires: 8-10-94

Residing in Salt Lake City, Ut.

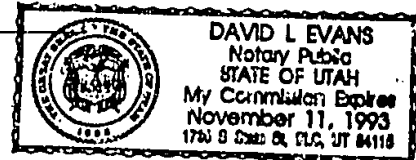


STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On the 22 day of May, A.D. 1991 personally appeared before me SIDNEY M. HORMAN JR. the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission Expires: 11/11/93

Residing in Salt Lake



BK 6346 PG 1534