

WHEN RECORDED, RETURN TO:

Kirtan Meckle
1800 Eagle Gate Tower
East
60 South Temple
Salt Lake City, UT

84145
ATTN: James Ellsworth

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

PEPPERWOOD PHASE 8D

SALT LAKE COUNTY, UTAH

6954417
05/06/98 2:59 PM 46.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: R JORDAN DEPUTY - WI

6954417

THIS DECLARATION, made this 30th day of March, 1998 by Trendland, Inc. and Richard Burke, collectively referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant ^{or will be} is the owner of the real property in the County of Salt Lake, State of Utah described in Exhibit "A" to be platted as residential lots as part of the Pepperwood Subdivision. Exhibit "A" is attached hereto and incorporated herein by this reference.

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, as amended, made for the Pepperwood Subdivision Phases I and II made on the 27th day of July, 1973 and originally recorded September 11, 1973 in Book 3415, pages 342-352 in the Office of the Salt Lake County Recorder (a copy of which is attached hereto as Exhibit "B" and by this reference made apart hereof) 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 the real property as described in Exhibit "A" to be platted as residential lots in conformance with and as part of the Pepperwood Subdivision. The aforesaid Covenants Conditions and Restrictions, as amended, shall apply subject to the following:

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."

FIRST AMERICAN
RJT# 480396

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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, and 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 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 Architectural 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 Architectural Committee is unable to decide or act, due to special circumstances, any plans in question shall be referred to the Pepperwood Homeowners Association 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. Because 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 swale shall be no less than 7-1/2 feet wide and shall extend along all streets 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. Each lot shall be required to retain its own water and proportionate share of water from the road(s) and the Association may require lot owners to take additional flood control measures to prevent flood waters from damaging other properties.

Owners of lots adjoining Pepperwood Drive 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, his fence plans shall conform to guidelines established for such fencing and shall first be approved in writing by the Architectural Committee. If fencing along Pepperwood Drive 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, if any, 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 IX 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. Cul-de-sac planting areas shall be designed and maintained to retain storm water. All lot owners shall cooperate among themselves in maintaining, in an attractive manner, the landscaping in the cul-de-sac planting area.

ADDENDA TO ARTICLE VIII

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

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(j) Implement reasonable rules and regulations as to the use or improvement of the common areas and the enforcement of these Covenants, Conditions, and Restrictions; 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

Add the following section:

Section 6. Additional Public Utility Easement. The first seven-and-one-half (7 1/2) feet of each lot that extends along any street shall be dedicated as a public utility easement.

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 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, Conditions, and Restrictions.

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 the 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 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, or cast stone. No cultured stone, concrete or other materials shall be permitted for use in the above unless approved in writing by the Architectural Committee.

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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.

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 cul-de-sac lots shall be thirty (30) feet from the right-of-way line. Any exceptions to the minimum depth of front yards shall be approved in writing by the Board of Trustees of the Association. 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, or as determined by prevailing zoning, if such zoning is less restrictive. 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. Effective May 1, 1992, the following requirements shall apply to the size of single-family dwellings in Pepperwood. (a) Each single story dwelling shall have at least two thousand, four hundred (2,400) square feet on the ground floor level, exclusive of garage and basement. (b) Each multi-story dwelling shall have at least three thousand (3,000) square feet on the ground and other floor levels, exclusive of garage and basement, 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.

Section 12. Supplemental Garage or Carriage House. Subject to approval by the Architectural Committee and municipal authorities, an unattached, additional garage or carriage house may be permitted, provided that such is designed to match the dwelling unit and is constructed of similar materials, colors and ratios to those approved and used in the dwelling unit. In no event shall any such garage or carriage house be permitted to be constructed as a substitute for the required attached garage for each dwelling unit.

Section 13. Road width and cul-de-sac diameter. The roadway width shall be 40 feet, with the center 25 feet paved, and the cul-de-sac diameter shall be 110 feet. The cul-de-sac pavement shall be 25 feet in width

and shall be located so that the outside edge of the pavement is two feet from the outside diameter of the cul-de-sac. All pavement shall be installed in accordance with the Sandy City Subdivision standard. The center of the cul-de-sac shall be landscaped as specified by the Pepperwood Architectural Committee. The Landscaping shall be designed to allow the landscaped area to collect storm water and allow it to percolate into the soil. The roadway and cul-de-sac shall be labeled "Lot A" and upon recording of the plat, Lot A shall be deeded to the Pepperwood Homeowners Association. Lot A shall also be labeled as a utility easement.

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.

TRENDLAND, INC.

By: Maurry H. Burke V.P.
(Declarant)

Richard Burke
Richard Burke (Declarant)

STATE OF UTAH)
County of Salt Lake) ss.

On the 30th day of March, A.D. 1998, personally appeared before me Maurry H. Burke who being by me duly sworn did say for himself that he, the said Maurry H. Burke, is the Vice-president of Trendland, Inc. and that the within and foregoing instrument was signed in behalf of Trendland, Inc. by authority of a resolution of its Board of Directors and said Maurry H. Burke duly acknowledged to me that said Trendland, Inc. executed the same.

Notary Public
ROBERT J. TAYLOR
First American Title Co
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 10, 1999
State of Utah

Robert J. Taylor
Notary Public

STATE OF UTAH)
County of Salt Lake)

On the 30th day of March, A.D. 1998, personally appeared before me Richard Burke, who duly acknowledged to me that he executed the same.

Notary Public
ROBERT J. TAYLOR
First American Title Co
330 East 400 South
Salt Lake City, Utah 84111
My Commission Expires
November 10, 1999
State of Utah

Robert J. Taylor
Notary Public

BK7969PG1814

EXHIBIT "A"

MAR 16 '98 16:17

UNRECORDED

628 P22

-POOR COPY
CO. RECORDER

BK 7969PG 1815

LEGAL DESCRIPTION

BEGINNING AT A POINT WHICH LIES 826.92 FEET ALONG THE SECTION LINE S.89°48'29"E. AND 264.05 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S.89°48'51"E. 495.42 FEET; THENCE S.0°04'51"E., 332.43 FEET; THENCE S.28°00'00"E., 90.97 FEET TO A POINT ON THE ARC OF A 55.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 55.00 FOOT RADIUS CURVE TO THE LEFT 77.58 FEET (LONG CHORD BEARS S.23°35'24"W., 71.31 FEET); THENCE S.18°07'30"W., 183.18 FEET TO A POINT ON THE ARC OF A 335.14 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 335.14 FOOT RADIUS CURVE TO THE RIGHT 13.87 FEET (LONG CHORD BEARS S.89°57'18"E., 13.87 FEET); THENCE CURVE TO THE RIGHT 13.87 FEET (LONG CHORD BEARS S.89°57'18"E., 13.87 FEET); THENCE N.88°43'00"W., 471.09 FEET; THENCE NORTH 681.02 FEET TO THE POINT OF BEGINNING.

VTDI 28-22-201-006-0000 DIST 43B
TRENDLAND INC

PRINT P UPDATE
LEGAL
TAX CLASS NE
FACTOR BYPASS

TOTAL ACRES 7.50
REAL ESTATE 487500
BUILDINGS 0
MOTOR VEHIC 0
TOTAL VALUE 487500

PO BOX 526063 EDIT 1
SALT LAKE CITY UT 84152606363

LOC: 2445 PEPPERWOOD DR #APXBT EDIT 1 BOOK 6077 PAGE 0413 DATE 11/10/1988
SUB: TYPE UNKN PLAT

02/19/1998 PROPERTY DESCRIPTION FOR TAXATION PURPOSES ONLY
BEG W 1320 FT & S 264 FT FR NE COR OF SEC 22, T. 36, R. 1E, S.
L M; S 660 FT; W 495 FT; N 660 FT; E 495 FT TO BEG. 7.5 AC M
OR L. 5965-1883, 5879-1504, 5098-805

ALSO:

Beginning North 89°48'29" West along Section Line 1322.71 feet and South 0°04'51" West 924.53 feet from Northeast Corner of Section 22, Township 3 South, Range 1 East, Salt Lake Meridian; running thence South 18°07'30" West 31 feet to the North line of Pepperwood Drive; thence Westerly along a 335.14 foot radius curve to Right 13.87 feet; thence North 88°43' West 471.09 feet more or less; thence North 20.49 feet more or less; thence South 89°48'51" East 494.48 feet more or less to the point of beginning.

POOR COPY
CO RECORDER

BK 7969 PG 1816

Exhibit "B"

WHEN RECORDED RETURN TO:
Bell Mountain Corporation
P. O. Box 15646
Salt Lake City, Utah 84115

Recorded SEP 11 1973 at 11:10 A.M.
Request of Security Title Co
Fee Paid JERADEAN MARTIN
Recorder, Salt Lake County, Utah
\$ 12.50 By [Signature] Deputy
Ref 4-95-321-1
4-95-324-1
4-95-327-1 ✓ misc Indexes

2568310

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

SALT LAKE COUNTY, UTAH

THIS DECLARATION, made this 27th day of July, 1973, by BELL MOUNTAIN CORP., 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 1 through 52 inclusive in Pepperwood Subdivision Phase I and Lots 201 through 289 inclusive in Pepperwood Phase II.

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 any additional property which may be annexed thereto, pursuant to the provisions of this Declaration, to create a corporation to which should be 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) (will be) 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 and such additions thereto as may hereafter be made pursuant to Article II hereof shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which 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 a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and also to any supplemental declaration recorded pursuant to Article II hereof and are defined as follows:

-PDR COPY-
CO. RECORDER

RECORDS FILE 342

BK 7969 PG 1817

Section 1. "Association" shall mean and refer to Pepperwood Homeowner's Association, a nonprofit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

Section 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association including, but not limited to, private streets.

Section 3. "Lot" shall mean and refer to a recorded lot or condominium unit within the existing property or any other properties annexed pursuant to this Declaration, upon which there has been or will be constructed a single family residence or condominium unit, but shall not mean or include any common area.

Section 4. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to Bell Mountain Corporation, its successors and assigns.

Section 7. "Deed of trust" shall mean the conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 8. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Any real property may be annexed to and become subject to this Declaration by any of the methods set forth hereinafter in this Article, as follows:

Section 1. Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, providing and on condition that:

(a) Prior to the conveyance of title to any improved lots within the real property to be annexed to individual purchasers thereof, fee simple title or right-of-way to the common area within said real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, covenants, conditions and restrictions then of record, including those set forth in this Declaration.

(b) A supplementary Declaration of Covenants, Conditions and Restrictions, as described hereinafter in Section 3 of this Article, covering said real property described on Exhibit A attached hereto, shall be executed and recorded by Bell Mountain Corp., the owner of said real property, or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the Association.

Section 2. Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote, any owner of single-family residential

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property and/or property for the common use of owners of such residential property who desires to add such property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 3 of this Article.

Section 3. Supplementary Declarations. The additions authorized under the foregoing Sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of this Declaration to such property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any such Supplementary Declaration merger or consolidation, revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the Association.

Section 4. Mergers or Consolidations. Upon a merger or consolidation of the Association with another association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

Section 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. The Association shall have two (2) classes of voting membership:

Class A. Class A members shall be all those owners as defined in Section 1 above with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Section 1.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and By-Laws of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area including but not limited to private streets and the recreational facilities thereof.

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than ten (10) days in advance. However, the Declarant reserves the right to grant easements over the road system or any other designated utility easement areas for utility purposes.

(d) The right of Declarant (and its sales agents and representatives) to the non-exclusive use of the common area and the facilities thereof, for display and exhibit purposes in connection with the sale of residential units within the tract or any property annexed hereto, which right Declarant hereby reserves. No such use by Declarant or its sales agents or representatives shall otherwise restrict the members in their use and enjoyment of the common areas of facilities thereof.

Section 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by sale thereof.

Section 4. Title to the Common Area. The Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title or rights-of-way to common areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Declaration.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A member, by acceptance of a uniform real estate contract or deed therefor, whether or not it shall be so expressed in any such contract or deed, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. No membership may be transferred to a subsequent lot owner until all due interest and penalty charges have been paid in full.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area, including gatekeepers.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose (excluding the voting power of Declarant), written notice of which shall be sent to all members not less than ten (10) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all lots owned by Class A members and may be collected on a monthly or annual basis.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments provided for herein shall commence as to all lots on the first day of the month following the purchase of each lot to an individual owner. Monthly or annual assessments will be payable at times determined by the Board of Trustees of the Association.

For the years 1973, 1974, and 1975, all Class A members of the Association shall be assessed a flat rate of \$50.00 per lot per year, based upon ownership on the last day of each year. Said fee shall not include the services of a security guard(s) if such is established during this period by vote of members of the Association.

Section 7. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority;
- (b) the common area;
- (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Utah; and
- (d) all Class B memberships.

ARTICLE VI

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article V hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than thirty (30) days after the date a notice of claim of lien is deposited in the United States mail, certified or registered to the owner of said lot.

Section 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$25.00, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Architectural Approval. No building, fence, wall, or other structure shall be commenced or erected upon the properties, nor shall any exterior addition to or change or alteration therein, including antennas, be made until the plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 5 hereof.

Section 2. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

Section 3. Maintenance of Entrance Ways. Commencing at the time of occupancy or completion of the dwelling, each Class A owner of corner lots shall be responsible to maintain in an attractive manner any special landscaping emplaced at street entrances by the Declarant or the Association: such maintenance shall include watering and weeding of planting areas. The Association shall be responsible for maintenance of signs and special lighting as outlined in Article VIII Section 1 (b).

Section 4. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within a period of two (2) years following commencement of construction. The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling. Areas covered with natural foliage (e.g. scrub oak) will be considered landscaped.

All Class A members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

Section 5. Appointment of Architectural Committee. The Declarant shall appoint the Architectural Committee, consisting of not less than three (3) members. In the event of the death or resignation of any member of the Committee, the Board of Trustees of the Association, with the approval of the Declarant, shall appoint such member's successor.

Section 6. General Provisions. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall be in force for a period of twenty-five (25) years from the date of the recording of this declaration. Such powers and duties shall continue following the twenty-five year period until a written instrument has been executed

and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said Representatives may be the members of the Board of Trustees of the Association.

ARTICLE VIII

DUTIES AND POWERS OF THE ASSOCIATION

Section 1. Duties and Powers. In addition to the duties and powers enumerated in the Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Own, and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, guard house at the entrance to the common area, and all other property acquired by the Association.
- (b) Establish and maintain street entrance ways on corner lots, including maintenance of street signs and special lighting which may exist. Watering and weeding of planting areas shall be the responsibility of lot owners as specified in Article VII, Section 3.
- (c) Pay any real and personal property taxes and other charges assessed against the common areas.
- (d) Have the authority to obtain, for the benefit of all of the common areas, all water, gas and electric services and refuse collection.
- (e) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.
- (f) Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members.
- (g) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association.
- (h) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.
- (i) Have a duty to maintain the streets, guard house and parking within the common area.

ARTICLE IX

EASEMENTS

Section 1. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

- (a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or

facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot.

Section 2. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary sewer lines, drainage facilities, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarant, together with the right to grant and transfer the same for the use and benefit of the members of the Association.

Section 3. Easements for the purpose of installing and maintaining the security of the perimeter fencing are hereby reserved by Declarant, together with the right to grant and transfer the same.

Section 4. There is hereby reserved over the lots the right to emplace on, under or across such property, transmission lines and other facilities for a Community Antenna Television System and the right to enter upon the property to service, maintain, repair, reconstruct and replace said lines or facilities: provided, however, that the exercise of such rights does not unreasonably interfere with the owner's reasonable use and enjoyment of said lot.

Section 5. Easements over the lots and common area for the purpose of drainage, the installation and maintenance of drainage facilities and ingress and egress for the purpose of such installation and maintenance are hereby reserved to Declarant, together with the right to grant and transfer the same.

ARTICLE X

USE RESTRICTIONS

Section 1. All lots in the tract and in such property as shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than residential purposes, save and except the lots owned by the Community Association, i.e., the community area lots on which there will be placed landscaping and recreational facilities and private streets. No building shall be erected, altered, placed or permitted to remain on any such residential lot other than a building used as a single family dwelling.

Section 2. No part of the properties shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes. Declarant, its successors or assigns, and the owners of any tract annexed pursuant to Article II hereof, may use the properties for a model home site, display, and sales office during the construction and sales period.

Section 3. No sign or billboard of any kind shall be displayed to the public view on any portion of the properties or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent or except signs used by Declarant, its successors or assigns, to advertise the property during the construction and sales period.

Section 4. No noxious or offensive trade or activity shall be carried on upon any lot or any part of the properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance.

Section 5. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out building shall be used on any lot at any time as a residence, either temporarily or permanently. No trailer, camper, boat, truck larger than 3/4 ton, or similar equipment shall be permitted to remain upon any property within the properties, unless placed or maintained within a garage or carport or parked to the rear of the average front line of the dwelling or unless written approval is given by the Board of Trustees.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept on the lots provided they are not kept, bred or maintained for any commercial purpose or kept in unreasonable numbers. Notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

Section 7. No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for water, oil or natural gas shall be erected, maintained or permitted upon any lot except by Declarant, its successors or assigns for the benefit of the Association.

Section 8. All rubbish, trash and garbage shall be regularly removed from the properties, and shall not be allowed to accumulate thereon. Each owner shall acquire and utilize a trash compacter at the time of completion of each dwelling. All clotheslines, refuse containers, woodpiles, storage areas and machinery and equipment shall be prohibited upon any lot unless obscured from view of adjoining lots and streets by a fence or appropriate screen.

Section 9. No television, radio, or other electronic antenna or device of any type shall be erected, constructed, placed or permitted to remain on any of the houses or structures on the lots in said tract unless and until the same shall have been approved in writing by the Architectural Committee of the Association. No television, radio or other electronic antenna shall be erected, constructed, placed or permitted to remain on any of the lots in said tract, unless and until the same shall have been approved in writing by the Architectural Committee of the Association.

Section 10. All slopes or terraces on any lot shall be maintained so as to prevent any erosion thereof upon adjacent streets or adjoining property.

Section 11. No ingress or egress to the tract described herein shall be permitted for use of any person or vehicle except through designated gateways, unless authorized in writing by the Board of Trustees. Any such authorization shall become null and void if the security of said area is diminished. However, Declarant, its successors or assigns, reserves the right to maintain and use or convey the right to use established easements and rights-of-way.

Owners whose lots are located along the perimeter of the tract described herein shall be responsible for maintaining the fencing according to its original state or replacing such with a wall or fence for the purpose of preserving or improving the security of the area. Alternative or replacement fencing shall meet the prior written approval of the Board of Trustees.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and streets. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the owners, and further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the owners; provided, however, that Article VI, Section 6 and Article XI, Section 6 shall not be amended without the consent of the lien holder under any first deed of trust. Any amendment or modification must be properly recorded.

Section 6. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

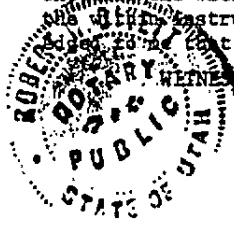
IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

BELL MOUNTAIN CORPORATION

By Charles H. Norman, Pres.

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On August 28, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles H. Norman, 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 executed the within instrument on behalf of the corporation therein named, and acknowledged that such corporation executed the same.



Witness my hand and official seal.

Robert K. Lovett
Notary Public in and for said County and State

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