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WHEN RECORDED, RETURN TO:
Alta Ridge Development, L.L.C.
5320 South 900 East Street, #250
Salt Lake City, Utah 84117

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
BY: ZJM, DEPUTY - WI 8 F.

SUPPLEMENTARY DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

PEPPERWOOD PHASE 10D

SALT LAKE COUNTY, UTAH

THIS DECLARATION, made this 14th day of APRIL, 2004 by Alta Ridge Development, L.L.C and Autumn Ridge Development, L.L. C., Utah limited liability companies, 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 1065 through 1084 inclusive
in Pepperwood Phase 10D** pt of 28-23-156-027

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, 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 contained herein; and

WHEREAS, Declarant has deemed it desirable to efficiently preserve the value, desirability and attractiveness of the portion of said tract and has delegated and assigned to the Pepperwood Homeowners Association 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, 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, as modified, 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 1065 through 1084 inclusive in Pepperwood Phase 10D.

ADDENDA TO ARTICLE II - ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Without Approval and Pursuant to General Plan. Modify the first paragraph to read as follows.

For Bell Mountain Corporation Corp. or its successors and assigns: 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, vote or input of the Association or its members, and improvement bonds shall be released upon acceptable completion of the improvements by the utility companies and governmental agencies who required them, without the approval, assent, vote or input of the Association or its members, providing and on condition that:

Section 2. Annexation Pursuant to Approval. Modify to read as follows.

For anyone other than Bell Mountain Corp. or its successors and assigns: Any real property may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association 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, 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 the owner of said real property. 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.

(c) Upon annexation, compensation shall be paid to Bell Mountain Corp. or its successors and assigns for a prorated share of the common area that Bell Mountain Corp provided which services said real property being annexed, including but not limited to a proportional share of the value of the private roads and utilities leading to the annexed property and a proportional share of the value of the recreational amenity.

DELETION TO ARTICLE VI - NON PAYMENT OF ASSESSMENTS

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

ADDENDA TO ARTICLE VII - ARCHITECTURAL CONTROL

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

No improvements, including but not limited to dwelling houses, swimming pools, carriage houses, 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 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. Acknowledging that one or more 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 designated as Lot "A" where no curb or gutter exists except where a driveway or sidewalk connects 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 prevention measures to prevent flood waters from damaging other properties.

All Lot Owners shall be responsible to maintain, according to the standards established by the Pepperwood Homeowners Association, the Common Area along the roads designated as "Lot A." If the Owner of a corner lot faces his dwelling toward a street and desires to fence his side yard along the other street, his fence plans shall conform to guidelines established for such fencing and shall first be approved in writing by the Architectural Committee. If such fencing is permitted, Lot Owners shall continue to maintain, in an attractive manner, the area between the fence and street.

Owners of Lots that 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 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 walls including 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.

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 Area 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 7. Bureau of Reclamation Right-of-way.

THE UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, Department of the Interior, herein called the UNITED STATES, and the METROPOLITAN WATER DISTRICT OF SALT LAKE CITY, herein called the DISTRICT, has a right-of-way to construct, reconstruct, operate, and maintain an aqueduct and appurtenant structures and blow off lines which are located on a part of lots 1065 and 1066. Plans for landscaping and other development that may affect or hinder operation and maintenance of the aqueduct shall be submitted to the UNITED STATES and the DISTRICT for review and approval.

The Owners of the affected Lots assume all liability for all claims whatsoever for personal injuries or damage to property, when such injuries or damages directly or indirectly arise out of the existence, construction, maintenance, repair, condition, use, or presence of the encroachment upon the easement of the United States, regardless of the cause of the said injuries or damages; provided, however, that this shall not be construed as releasing the United States or the District from responsibility for their own negligence. The Owners of the affected Lots agree that the Lot Owner is responsible, and the United States shall not be responsible for any damage caused to facilities, equipment, structures, or other property of the Lot Owner, if damaged by reason of encroachment upon the easement of the United States by the Lot Owner.

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

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

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

Section 8. Big Willow Creek

Special requirements apply to lots along Big Willow Creek. Any changes to this channel shall be coordinated and approved by Salt Lake County Flood Control. Fences shall not be allowed within the Big Willow Creek channel.

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.

Section 10. Modify as follows:

Each Lot 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; carriage houses; greenhouses for private use only; private swimming pools; pergolas and arbors.

(b) Every single-family dwelling shall have a minimum of a three car garage with the roof of the garage directly attached to the dwelling. The door or doors for this garage must face the side or rear yard. However, an exception of an additional garage may be allowed if the main garage is large enough to accommodate at least two cars with its door or doors facing the side yard, and the secondary garage is also connected to the house. In this case, the secondary garage may have its door or doors face the front yard. This exception will be considered only if the size, shape, location, door design and materials are approved by the Architectural Committee. No more than forty-five percent (45%) of the garage space shall be in front of the average front line of the dwelling. Exceptions may be granted to these requirements by the Architectural Committee, if an Owner can show good cause as to why a variance should be granted. In approving variances, the Architectural Committee shall consider the following criteria: lot size and shape, terrain constraints, aesthetics and size or function of the home.

(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. Exceptions to this requirement must be approved in writing by the Architectural Committee.

Section 2. Agricultural Uses

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

Section 3. Animals.

No horses, fousl 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.

Temporary buildings for use incidental to construction work 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.

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 on typical lots for main buildings and for private garages shall be forty (40) feet from the right-of-way unless the Lot Owner can demonstrate that a hardship would be created by this requirement. The minimum depth of front yards on irregular lots shall be thirty (30) feet from the right-of-way unless the Lot Owner can demonstrate that a hardship would be created by this requirement. A hardship would involve unique factors associated with the Lot such as steep terrain and shall require written approval of the Architectural Committee. All accessory buildings (other than attached garages) shall be located to the rear of the main building. Lots 1065, 1069, 1070, 1077, 1079, 1082, 1083 and 1084 are considered to be irregular because of their size, shape, steepness or location to street intersections.

Section 8. Rear Yard Requirements.

The minimum depth of the rear yard for any main buildings shall be an average of twenty-five (25) feet from the rear lot line. Accessory buildings shall be located at least one (1) foot from the property line 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 rear yard of at least ten (10) feet. On corner lots no accessory buildings may be closer to the street right-of-way than the distance allowed for dwellings.

Section 9. Height Requirements.

No single-family dwellings shall be erected to a height greater than that determined by prevailing Sandy City ordinances. No accessory building shall be erected to a height greater than one story above grade. No dwelling unit shall be erected to a height of less than one story above grade.

Section 10. Size of Buildings.

Each single story dwelling shall have at least two thousand, six hundred (2,600) square feet on the ground floor level, exclusive of garage and basement, and each multi-story dwelling shall have at least three thousand, four hundred (3,400) square feet on the ground and upper floor levels, exclusive of garage and basement, provided that the garage is attached to the side of the dwelling and not located in the basement level. If the garage is located in the basement level, the minimum size of the home shall be increased by six hundred (600) square feet.

Section 11. Use of Dwelling Unit.

No more than one family per dwelling unit shall be allowed. Related family members, household employees living in, i.e., maid, butler, nurse, 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.

**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.

Alta Ridge Development, L.L.C.

By: Charles H. Horman
Charles H. Horman, Manager

Autumn Ridge Development, L.L.C.

By: David J. Bromley
David J. Bromley, Manager

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

On the 14th day of April, A.D. 2004, personally appeared before me Charles H. Horman, who being by me duly sworn did say for himself that he is a member/manager of Alta Ridge Development, L.L.C., a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.

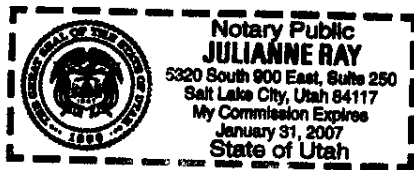
Julianne Ray

STATE OF UTAH)
) ss.



County of Salt Lake)

On the 14th day of April, A.D. 2004, personally appeared before me David J. Bromley, who being by me duly sworn did say for himself that he is a member/manager of Autumn Ridge Development, L.L.C., a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and each duly acknowledged to me that said Limited Liability Company executed the same.



Julianne Ray