

WHEN RECORDED, RETURN TO:  
Bell Mountain Corporation  
1760 South State Street  
Salt Lake City, Utah 84115

*2332*  
*Kathleen K. Peterson*  
*For: 8/8/86*

SECURITY TITLE  
DEPT

APR 24 4 30 PM '86  
KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

SUPPLEMENTARY DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

4235390

SALT LAKE COUNTY, UTAH

THIS DECLARATION, made this 18th day of April 1986 by BELL MOUNTAIN CORPORATION, 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 601 through 630 inclusive in Pepperwood Phase 6.

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 improved 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 all lots in Pepperwood Phase 6.

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."

SECURITY TITLE CO.  
No. 238396

BOOK 5759 PAGE 2197

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.

Section 2. Landscaping Control. Add the following words:

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. Any trees that die and which were planted by the Homeowners Association or Declarant shall be replaced with matching trees at the expense of the lot owner. 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).

Owners of lots adjoining Pepperwood Drive (lots 601, 606, 607, 614, 615, 622, 623 and 630) 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 Committee. If such fencing is permitted, lot owners shall continue to maintain, in an attractive manner, the area between the fence and Pepperwood Drive.

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

The exterior construction of all structures shall be completed within a period of one (1) year following commencement of construction. Completion shall include finished roof, exterior masonry and trim, finished driveway and walkways, landscaping and final inspection by City officials. All exteriors and all landscaping shall be completed prior to occupancy. However, if landscaping cannot be completed within said one year period, due to winter weather conditions, a bond or letter of credit shall be posted with the Architectural Committee to guarantee completion. The amount of said bond shall be determined by the Architectural Committee.

ADDENDA TO ARTICLE VIII

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

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

ADDENDA TO ARTICLE 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

BOOK 5759 PAGE 2198

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 (45%) of the garage shall be in front of the average front line of the dwelling. No door in the garage may face the front yard.

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

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

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

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

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

Section 5. Area Requirements. The minimum lot area shall not be less than twenty thousand (20,000) square feet. No access shall be allowed to the individual lots or dwellings off from Pepperwood Drive . . . access shall be from lanes 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. On corner lots the side yard which faces on a street for both main and accessory buildings shall not be less than twenty-five (25) feet from right-of-way or the average of adjoining existing buildings, whichever is greater.

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. 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 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.

Section 12. Exceptions. Any exceptions to the requirements of Article XII shall require the unanimous approval, in writing, of the Pepperwood Homeowners Association Board of Trustees.

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

BELL MOUNTAIN CORPORATION

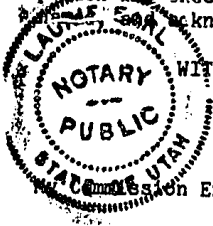
By   
Charles H. Horman, President

B00\* 5759 REC 2200

Supplementary Declaration of  
Covenants, Conditions and Restrictions (Phase 6)  
Page 5

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

On April 18, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles H. Horman, known to me to be the President of 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 acknowledged to me that such corporation executed the same.



WITNESS my hand and official seal

Laurie Earl  
Notary Public in and for said County and State

Commission Expires: May 5, 1987