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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LEGACY COMMUNITIES LLC  
DAVID L EVANS  
5320 S 900 E STE 250  
SLC UT 84117  
BY: ZJM, DEPUTY - WI 7 P.

AFTER RECORDING PLEASE RETURN TO:  
Legacy Communities, LLC  
David L. Evans  
5320 South 900 East, No. 250  
Salt Lake City, Utah 84117

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**ANNEXATION, HOA MEMBERSHIP, AND ACCESS AGREEMENT UNDER  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS,  
AND  
RESERVATION OF EASEMENTS  
FOR THE PEPPERWOOD CREEK PROJECT,  
a Planned Mixed Residential Use Development**

Legacy Communities, LLC, and/or successors or assigns, of 5320 South 900 East, No. 250, Salt Lake City, Utah 84117 (the "**Developer**") under the Master Declaration of Covenants, Conditions and Restrictions, Ivory Development, LLC of 798 East Woodoak Lane, Salt Lake City, Utah 84117 (the "**Co-Developer**") as co-developer of the Pepperwood Creek Project, and Pepperwood Creek Homeowner's Association (the "**Pepperwood Creek HOA**") agree and contract as follows:

**RECITALS:**

A. WHEREAS, The **Developer** and **Co-Developer** own and are developing the Pepperwood Creek Project in Sandy, Utah; and

B. WHEREAS, The **Developer**, **Co-Developer**, and **Pepperwood Creek HOA** intend to clarify and reaffirm by this writing the intended access and mutual cooperation of the Pepperwood Creek Project's ongoing development; and

C. WHEREAS, The **Developer**, **Co-Developer**, and **Pepperwood Creek HOA** intend that this agreement be recorded and run with the land of the development as presently constituted and with such land as may be annexed into it in the future, in order to clarify and affirm the planned cooperative development of the Pepperwood Creek Project;

D. NOW THEREFORE, The **Developer**, **Co-Developer**, and **Pepperwood Creek HOA** agree and affirm as follows:

**AGREEMENT:**

For the reasons recited above, and in consideration of the reciprocal benefits to be derived from the easements, covenants, restrictions, and requirements set forth below, the parties hereto, and each of them, hereby agree:

Pepperwood Creek Annexation, HOA Membership, and Access Agreement

## I. DEFINITIONS

As used in this Declaration (including the "Recital" section above) each of the following terms shall have the indicated meaning:

1.1 The terms used in the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Pepperwood Creek Project, a Mixed Residential use Development shall apply to the terms used in this agreement.

1.2 The term **Developer** shall mean Legacy Communities, LLC, and/or assigns, of 5320 South 900 East, No. 250, Salt Lake City, Utah 84117 (the "Developer") under the Master Declaration of Covenants, Conditions and Restrictions.

1.3 The term **Association** shall mean and refer to an association of the members of the Master Association or where the context requires the Owners of Lots and/or Units in a particular Neighborhood acting as a group in accordance with the terms of the Project Documents.

1.4 The term **Co-Developer** shall mean Ivory Development, LLC of 978 East Woodoak Lane, Salt Lake City, Utah.

1.5 The term **Annexed Property** shall refer to any property added to the Pepperwood Creek Project.

1.6 The term **Maintenance** shall mean normal costs to repair, replace, operate or administer, but shall exclude capital improvements.

1.7 The term **Adjoining** shall include property which is separated by a public street but otherwise adjacent to the Pepperwood Creek Project.

## II. ACCESS AND HOA MEMBERSHIP AGREEMENT

2. It is agreed and understood that **Developer, Co-Developer, and Pepperwood Creek HOA** will provide mutual access to, including ingress and egress, use, and enjoyment of streets, utilities, **Pepperwood Creek Club**, common areas and amenities for the buyers acquiring lots or buildings from either **Developer** or **Co-Developer**, without charge. **Maintenance** fees may be charged to maintain improvements, but capital costs will not be assessed from **Developer** or its buyers to **Co-Developer** and its buyers, or from **Co-Developer** or its buyers to **Developer** or its buyers, excepting those certain capital improvements required by each party in the Purchase/Option Contract (and any amendments thereto) between **Developer** and **Co-Developer**, which responsibilities shall remain intact and unaffected by this Agreement.

## III. ANNEXATION

3. **Developer, Co-Developer, and Pepperwood Creek HOA** agree and acknowledge that **Developer** has the right, but not the obligation to annex into the Pepperwood Creek Development other **Adjoining** property, and that the buyers of lots within the **Annexed Property** will be given membership and ownership in the Pepperwood Creek HOA, which provides access to the improvements and amenities of the Pepperwood Creek Development, subject only to the payment of pro-rata **Maintenance** fees in accordance with the restrictive covenants of record, including all charges permitted by the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Pepperwood Creek Project, a Mixed Residential use Development. Should other amenities be built within or as a part of the **Annexed Property**, there shall exist a reciprocity of use, access, and enjoyment for all members of the Pepperwood Creek HOA. It is the intention of the **Developer, Co-Developer, and Pepperwood Creek HOA** to allow annexation, and to not require as a condition of annexation that the owners of the **Annexed Property** contribute to capital improvements occurring prior to annexation, but that the **Annexed Property** be required to pay ongoing **Maintenance** fees on an equal footing with the lots already located in Pepperwood Creek Development and paying fees pursuant to the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Pepperwood Creek Project, a Mixed Residential use Development.

#### IV. FURTHER COOPERATION

4. It is agreed between **Developer, Co-Developer, and Pepperwood Creek HOA** that any further documents, recordings, instruments, actions, steps or grants necessary to effectuate the terms of this Annexation, HOA Membership, and Access Agreement Under Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Pepperwood Creek Project, a Mixed Residential use Development shall be provided, done, executed and recorded without further charge or expense to the other party or their purchasers, successors or assigns.

#### V. MISCELLANEOUS

5. **Construction.** Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders.

5.1. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

5.2. **Enforcement and Attorneys Fees.** In the event the **Developer or Co-Developer or Pepperwood Creek HOA** is required to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all costs and expenses, including a reasonable attorneys fee, which may arise or accrue incurred in the enforcement of this agreement.

5.3. **Complete Agreement.** With respect to the terms of this agreement, this is the complete agreement and there are no other terms, oral or written, which are a part of this agreement, excepting only the prior terms contained in the Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Pepperwood Creek Project, a Mixed Residential use Development and in the Purchase/Option Agreement (and any amendments thereto) between **Developer** and **Co-Developer**, which have been referred to and incorporated herein by reference.

DATED this 8<sup>th</sup> day of October, 2009.

**DEVELOPER:**  
LEGACY COMMUNITIES, LLC

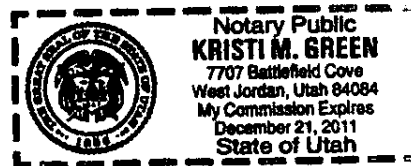
By: *David L. Evans*  
Name: David L. Evans  
Title: Manager

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
  ss:  
COUNTY OF SALT LAKE    )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day October, 2009 by David L. Evans, the Manager of LEGACY COMMUNITIES, LLC, a Utah limited liability company, and said David L. Evans duly acknowledged to me that said LEGACY COMMUNITIES, LLC executed the same.

*Kristi M. Green*  
NOTARY PUBLIC  
Residing at: 7707 Battelfield Cove, WJ, UT 84084  
My Commission Expires: December 21, 2011



DATED this 8<sup>th</sup> day of October, 2009.

**CO-DEVELOPER:**  
IVORY DEVELOPMENT, LLC

By: *Christopher P. Gamvroulas*  
Name: Christopher P. Gamvroulas  
Title: Managing Member

ACKNOWLEDGMENT

STATE OF UTAH )
SS:
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8th day October, 2009 by Christopher P. Gamvroulas, the Managing Member of IVORY DEVELOPMENT, LLC, a Utah limited liability company, and said Christopher P. Gamvroulas duly acknowledged to me that said IVORY DEVELOPMENT, LLC executed the same.

Donna Perkins
NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 5/30/2010



DATED this 8th day of October, 2009.

PEPPERWOOD CREEK HOA:
PEPPERWOOD CREEK HOMEOWNERS ASSOCIATION

By: [Signature]
Name: CHRISTOPHER P. GAMVROULAS
Title: PRESIDENT

ACKNOWLEDGMENT

STATE OF UTAH )
SS:
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8th day October, 2009 by Christopher P. Gamvroulas the President of PEPPERWOOD CREEK HOMEOWNERS ASSOCIATION, a Non Profit Corp and said he duly acknowledged to me that said PEPPERWOOD CREEK HOMEOWNERS ASSOCIATION executed the same.

Donna Perkins
NOTARY PUBLIC
Residing at: Salt Lake
My Commission Expires: 5/30/2010



Pepperwood Creek Annexation, HOA Membership, and Access Agreement

Exhibit "A"

Parcel 1:

The Common Areas contained within the official plat of PEPPERWOOD CREEK PHASE 1, a planned unit development project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 28-14-376-025

Parcel 2:

The Common Areas contained within the official plat of PEPPERWOOD CREEK PHASE 2, a planned unit development project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 28-14-452-027

Also:

Beginning North 768.43 feet, more or less, and East 641.43 feet, more or less, from the North Quarter Corner of Section 23, Township 3 South, Range 1 East, Salt Lake Meridian; thence North  $85^{\circ}14'13''$  East 58.72 feet; thence North  $68^{\circ}55'51''$  East 47.62 feet, more or less; thence South  $30^{\circ}19'$  East 15.57 feet, more or less; South  $58^{\circ}51'56''$  West 71.08 feet, more or less; thence Westerly along a 116 foot radius curve to the left, 8.49 feet, more or less; thence North  $56^{\circ}10'$  West 49.95 feet more or less to the point of Beginning. (Being part of Lot 206, Pepperwood Creek Phase 2, a planned unit development.) 28-14-452-037

Parcel 3:

The Common Areas contained within the official plat of PEPPERWOOD CREEK PHASE 3, a planned unit development project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 28-14-378-010 and 28-14-378-019

Parcel 4:

The Common Areas contained within the official plat of PEPPERWOOD CREEK PHASE 4, a planned unit development project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 28-14-378-018

Parcel 5:

Beginning at a point that is  $S89^{\circ}57'12''W$  360.446 feet and  $N00^{\circ}02'48''W$  974.226 feet from the North Quarter Corner of Section 23, Township 3 South, Range 1 East Salt Lake Base & Meridian; and running thence  $N47^{\circ}07'33''E$  265.111 feet; thence  $S82^{\circ}38'17''E$  74.376 feet; thence  $N28^{\circ}16'00''E$  173.037 feet; thence  $N89^{\circ}41'39''W$  1003.130 feet; thence  $S78^{\circ}27'00''W$  20.500 feet; thence  $S11^{\circ}33'00''E$  19.962 feet; thence southeasterly 345.104 feet along the arc of 219.000 foot radius curve to the left, chord bears  $S56^{\circ}41'38''E$  310.489 feet; thence southeasterly 443.546 feet along the arc of a 431.000 foot radius curve to the right, chord bears  $S72^{\circ}21'21''E$  424.231 feet; thence  $S42^{\circ}52'27''E$  8.000 feet to the point of beginning. 28-14-376-008 and 28-14-376-016

Parcel 6:

The Common Areas contained within the official plat of PEPPERWOOD CREEK PHASE 6, a planned unit development project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 28-14-452-034

Parcel 7A:

The Common Areas contained within the official plat of PEPPERWOOD CREEK PHASE 7A, a planned unit development project, according to the plat thereof as recorded in the office of the Salt Lake County Recorder. 28-14-377-021

Parcel 7B:

Beginning South  $89^{\circ}57'18''$  West 560.61 feet, more or less and North 785.14 feet, more or less, from the South Quarter Corner of Section 14, Township 3 South, Range 1 East, Salt Lake Meridian; running thence along the boundary of Pepperwood Creek Phase 7A the following two (2) calls, North  $82^{\circ}30'52''$  West 567.04 feet; thence North  $20^{\circ}35'$  West 219.27 feet, to a South line of Pepperwood Creek Phase 1; thence along said Pepperwood Creek Phase 1 the following four (4) calls, East 183.81 feet; thence North  $39^{\circ}21'53''$  East 47.443 feet; thence Easterly along a 282 foot radius curve to the left, 242.807 feet (Chord Bears South  $77^{\circ}10'17''$  East 235.377); thence Easterly along a 368 foot radius curve to the right, 162.997 feet (Chord Bears South  $89^{\circ}08'56''$  East 161.667 feet); thence South  $29^{\circ}19'54''$  East 178.643, to a point North  $26^{\circ}46'07''$  East from the point of beginning; thence South  $26^{\circ}46'07''$  West 118.18 feet to the point of Beginning. 28-14-376-041