

Lehi City  
153 North 100 East  
Lehi, Utah 84043

M

**DEVELOPMENT AGREEMENT  
CANYON VIEW ESTATES SUBDIVISION  
A PLANNED RESIDENTIAL DESIGN PROJECT  
WITH PARK BUY BACK**

ENT 22200:2003 PG 1 of 13  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Feb 13 11:13 am FEE 0.00 BY SS  
RECORDED FOR LEHI CITY CORPORATION

This Development Agreement is entered into as of this 22 day of JANUARY, 2003, by and among the owners and developers of the Canyon View Estates Subdivision, (hereinafter "Developer") and Lehi City Corporation (the "City") as it relates to the development of a residential subdivision of real property within the corporate Limits of Lehi City, Utah County, Utah.

**RECITALS**

Whereas, the Developer has sought approval of a 34 lot Planned Residential Design Project with park buy back designated as Canyon View Estates Subdivision, a copy of which plat is attached hereto as Exhibit A; and,

Whereas, the City Council has authorized the negotiation and adoption of Development Agreements under appropriate circumstances where the proposed development contains various features which advance the policies, goals and objectives of the City's General Land Use Plan, Capital Improvements Plan, Parks and Open Space Plan, and other land use objectives as well as the Capital Improvements Plan; and

Whereas, the developer is willing to modify the design of the project and voluntarily agrees to dedicate open space for the preservation of natural areas, parks and related purposes and other considerations in order to promote the policies, goals and objectives of the City; and

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances,

**resolutions, and regulations has made certain determinations with respect to the density of the Planned Residential Design Project of Canyon View Estates Subdivision, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.**

**Now therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, the Developer and the City hereby agree as follows:**

**1. The Developer shall create and approve restrictive covenants for the subject subdivision project which shall be approved by the City and shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plat. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City. (Exhibit B)**

**2. Lehi City recognizes that the developer has dedicated the required open space for the project, including park buy back, by warranty deed. (Exhibit C) Property deeded to Lehi City is outside of this development, but will be used as future park area.**

**3. The developer shall construct a 6 foot no-climb agricultural fence with 1-7/8" schedule 40 or equal posts with a 1-5/16" top rail along the rear property line of lots 31, 33, and 34 where they are adjacent to agricultural property.**

**4. The developer will not permit homes of the same elevation or a mirror image elevation to be constructed on adjacent lots or across the street from each other.**

**5. The developer will take such steps as are necessary to insure that all homes will be constructed of at least 80% brick, rock, stone, or stucco or other material specifically approved by the Planning Commission.**

**6. Developer agrees to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners and purchasers of building lots will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual lot buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included in the closing documents of the sale as well as on the recorded subdivision plat:**

**“This area is subject to the normal, everyday sounds, odors, sites, equipment, facilities, and any other aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock.”**

**7. Nothing in this agreement shall limit the City’s future exercise of police power in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this agreement.**

**8. The developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and**

procedures of the City including but not limited to the City's Development Code Ordinances and Design Standards and Public Improvement Specifications.

9. This Development Agreement shall be recorded against the property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the developer in the ownership or development of any portion of the property.

10. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.

11. This Development shall not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.

12. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.

DATED: 1-22-03

Canyon View Estates Subdivision

By: [Signature]

Its: Pres. Perry Homes Utah Inc.

**ACKNOWLEDGMENT**

**STATE OF UTAH**

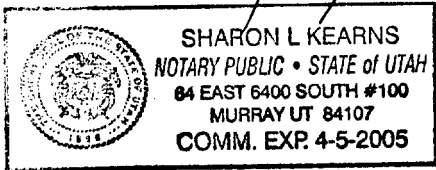
**S.S.**

**COUNTY OF UTAH**

On the 22 day of January 2003, personally appeared before me the signer of the foregoing document who duly acknowledged to me that he/she/did execute the same.

My Commission Expires: 4/5/5

Sharon L. Kearns  
**NOTARY PUBLIC**



DATED: 2/10/03

**Lehi City Corporation**

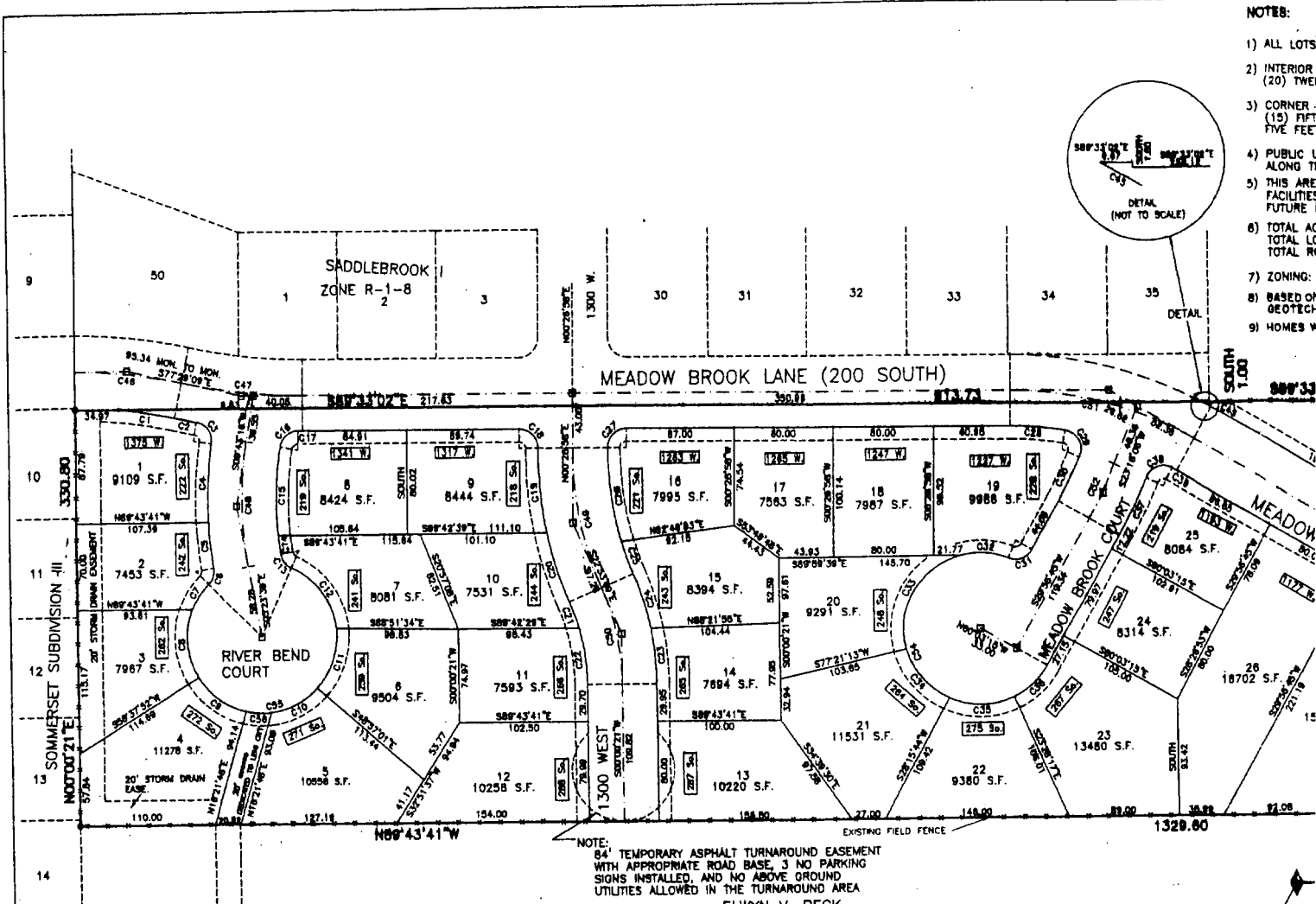
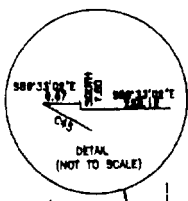
By: Kenneth J. Greenwood  
**Kenneth J. Greenwood, Mayor**

**Attest:**

Connie Ashton  
**Connie Ashton, City Recorder**



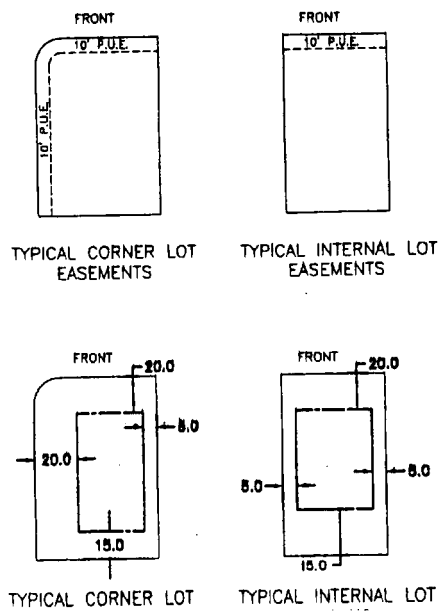
- NOTES:
- 1) ALL LOTS
  - 2) INTERIOR (20) FEET
  - 3) CORNER (15) FIFTY FIVE FEET
  - 4) PUBLIC L ALONG T
  - 5) THIS ARE FACILITIES FUTURE I
  - 6) TOTAL AC TOTAL LI TOTAL RI
  - 7) ZONING:
  - 8) BASED OF GEOTECH
  - 9) HOMES V



NOTE:  
 DETENTION FOR THIS PLAT IS BEING PROVIDED BY REGIONAL DRAINAGE MASTER PLAN AND REGIONAL DETENTION POND HAS BEEN DESIGNED BY HUBBLE ENGINEERS. REFER TO STUDY TITLED - SADDLEBROOK I STORM DRAINAGE AND REGIONAL DETENTION BASIN DESIGN BY HUBBLE ENGINEERS DATED JUNE 2000 FOR ANY QUESTIONS REGARDING THE DETENTION DESIGN.

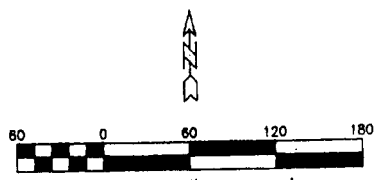
NOTE:  
 84' TEMPORARY ASPHALT TURNAROUND EASEMENT WITH APPROPRIATE ROAD BASE, 3' NO PARKING SIGNS INSTALLED, AND NO ABOVE GROUND UTILITIES ALLOWED IN THE TURNAROUND AREA  
 ELWYN V. PECK  
 ZONE R-1-12

BASIS OF BEARING = S 53° 06' 28" W TO LAKE VIEW NO. 1 TRANSLATION STATION



NUMBER	DELTA	CHORD	BEARING	TAN.	RAD.	LEN.	CHD.
C1	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C2	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C3	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C4	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C5	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C6	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C7	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C8	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C9	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C10	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C11	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C12	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C13	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C14	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C15	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C16	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C17	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C18	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C19	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C20	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C21	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C22	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C23	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C24	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C25	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C26	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C27	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	

NUMBER	DELTA	CHORD	BEARING	TAN.	RAD.	LEN.	CHD.
C28	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C29	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C30	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C31	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C32	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C33	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C34	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C35	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C36	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C37	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C38	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C39	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C40	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C41	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C42	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C43	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C44	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C45	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C46	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C47	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C48	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C49	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C50	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C51	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C52	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C53	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C54	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C55	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	
C56	09°00'14"	N89°21'11"W	23.18	188.00	44.30	48.27	



SURVEYOR'S CERTIFICATE

I, RALPH E. GOFF, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 144147 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY THE AUTHORITY OF THE OWNERS I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS, HEREAFTER TO BE KNOWN AS CANYON VIEW ESTATES SUBDIVISION AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

*Ralph E. Goff*  
RALPH E. GOFF, L.S.

10/21/2002  
DATE

BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS EAST, 349.85 FEET AND NORTH, 53.95 FEET FROM THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE N89°43'41"W, 1329.80 FEET TO THE EASTERLY LINE OF THE SOMMERSET SUBDIVISION PHASE III; THENCE N0°00'21"E, 330.80 FEET ALONG SAID EASTERLY LINE OF SOMMERSET SUBDIVISION PHASE III TO THE SOUTHERLY LINE OF THE SADDLEBROOK I SUBDIVISION; THENCE ALONG SAID SOUTHERLY LINE, S89°33'02"E, 913.73 FEET; THENCE SOUTH, 1.00 FEET; THENCE S89°33'02"E, 281.80 FEET; THENCE S89°17'43"E, 136.57 FEET; THENCE S0°24'18"W, 325.08 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10.0321 ACRES

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

ACKNOWLEDGMENT

STATE OF UTAH s.s.  
COUNTY OF UTAH

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGED TO ME THAT THEY DID EXECUTE THE SAME

MY COMMISSION EXPIRES \_\_\_\_\_ NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE \_\_\_\_\_ OF \_\_\_\_\_ COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. \_\_\_\_\_

APPROVED \_\_\_\_\_ ENGINEER (SEE SEAL BELOW) ATTEST \_\_\_\_\_ CLERK-RECORDER (SEE SEAL BELOW)

CONDITIONS OF APPROVAL

CANYON VIEW ESTATES SUBDIVISION

A PLANNED RESIDENTIAL DEVELOPMENT

BY PERRY HOMES

6400 SOUTH STATE STREET. MURRAY, UT 84107

UTAH COUNTY, UTAH

SCALE 1" = 80 FEET

LEHI CITY PLANNING COMMISSION APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

LEHI CITY PLANNING COMMISSION CHAIRMAN

NOTARY PUBLIC SEAL CITY-COUNTY ENGINEER SEAL CLERK-RECORDER SEAL

RECEIVED OCT 30 2002 LEHI CITY

STATE OF UTAH REGISTERED SURVEYOR RALPH E. GOFF NO. 144147

THIS SUBDIVISION ARE SINGLE FAMILY RESIDENTIAL LOTS  
LOADING SETBACKS ARE ESTABLISHED AT (20) TWENTY FEET FRONT,  
T REAR, AND (5) FIVE FEET SIDES

LOADING SETBACKS ARE ESTABLISHED AT (20) TWENTY FEET FRONT,  
REAR, (20) TWENTY FEET SIDE ADJACENT TO THE STREET AND (5)  
OR SIDE.

EASEMENTS SHOWN WITHIN THIS SUBDIVISION ARE (10) TEN FEET  
OF EACH LOT

SUBJECT TO THE NORMAL, EVERYDAY SOUNDS, ODORS, VIBRATIONS, EQUIPMENT,  
ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE.  
BUYERS SHOULD ALSO RECOGNIZE THE RISK INHERENT WITH LIVESTOCK.

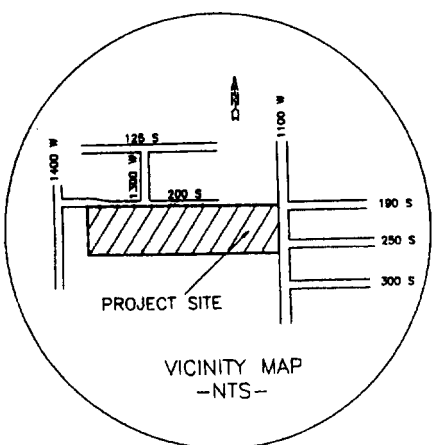
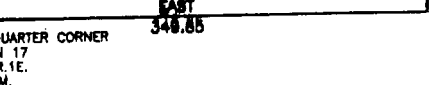
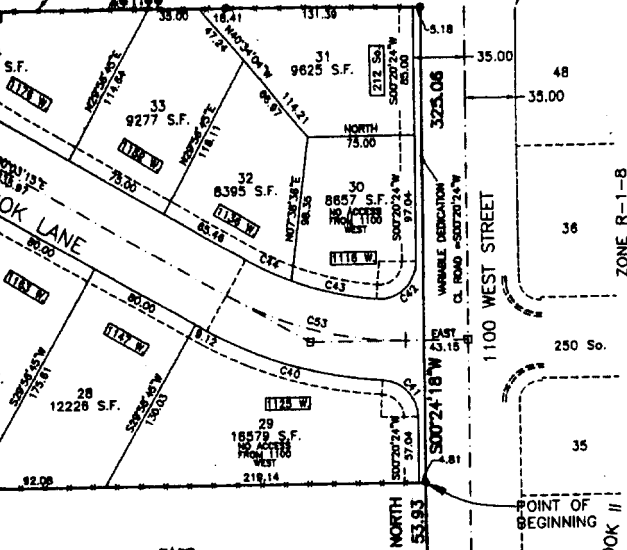
10.0321 ACRES  
AGE = 7.48 ACRES  
DEDICATED PARCEL ACREAGE = 2.54 ACRES

2 WITH PRD OVERLAY (PARK BUYBACK)

ENGINEERING REPORT, EACH LOT WILL BE CERTIFIED BY  
ENGINEER.

CONSTRUCTED USING A MINIMUM OF 80% HARD SURFACE.

BROWNIE B. CYPHERS (ZONED A-1)  
AGRICULTURAL PARCEL  
(PER LEHI CITY STANDARDS) S89°17'43"E  
136.57'



P.U. AND DRAINAGE EASEMENTS  
FRONT LOT LINE IS 10.00 FEET

MONUMENTS TO BE SET  
APWA STANDARD MONUMENTS  
NO. 273.274 & 275 AS PER LEHI  
CITY DESIGN STANDARDS

SUBDIVISION BOUNDARY CORNERS  
3/8" REBAR 18" LONG WITH PLASTIC  
I.D. CAP AS PER LEHI CITY DESIGN  
STANDARDS.

LOT CORNERS  
FRONT - BRASS PINS IN 80C  
BACK - 1/2" REBAR 14" LONG

**DECLARATION OF BUILDING AND USE RESTRICTIONS**

**PART A. PREAMBLE**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, WHEREAS, the undersigned being the owners of the following described real property located in the City of Lehi, Utah County, State of Utah, to wit:**

**Lots 1 - 34 inclusive, Canyon View Estates Subdivision; according to the official plat thereof, as recorded in the office of the County Recorder of said County, do hereby establish the nature of the use and enjoyment of all lots in said subdivision and do declare that all conveyances of said Lots shall be made subject to the following conditions, restrictions and stipulations:**

**PART B. RESIDENTIAL AREA COVENANTS**

**1. Land Use and Building Type. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two stories in height and private garages for not more than three vehicles. All construction to be of new materials, except that used brick may be used.**

**2. Architectural Control. No outbuilding or additions shall be erected, placed, nor altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, Planning Commission, and City Council as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the front building setback line unless similarly approved. Outbuildings, additions, walls, and any other modifications to any residence or lot shall meet all applicable building codes, and shall not be erected without proper permits and inspections issued by Lehi City, or any other municipal entity having competent jurisdiction. Approval shall be as provided in Part C.**

**3. Dwelling Cost, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$75,000.00 exclusive of lot, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The finished floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1000 square feet above ground, exclusive of basement area, if any, with a two car garage.**

**4. Building Location.**

**(a) All building set backs shall conform those shown on the Canyon View Estates recorded plat.**

**(b) For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of any building on a lot to encroach upon another lot.**

**5. Easement. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintain of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.**

**6. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall**



anything be done thereon which may be or may become an annoyance of nuisance to the neighborhood. No clothes drying or storage of any articles which are unsightly in the opinion of the Architectural Control Committee will be permitted unless in an enclosed area designed for such purpose. No automobiles, trailers, boats, or other vehicles are to be stored on streets or front or side yards unless they are in running conditions, properly licensed and are being regularly used.

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**7. Temporary Structures.** No structure of a temporary character, such as, trailers, basement tent, shack, barn or other outbuildings shall be used on any lot at any time as a residence either temporarily or permanently. No Mobile Homes are permitted to be placed upon a building lot for permanent use.

**8. Signs.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than six square feet advertising the property for sales or rent, or signs used by a builder to advertise the property during the construction and sales period.

**9. Livestock and Poultry.** 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 provided that they are not kept, bred, or maintained for any commercial purpose and are restricted to the owner's premises or on leash under handler's control.

**10. Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds and other refuse by the lot owner. No unsightly materials or other objects are to be stored on any lot in view of the general public.

**11. Sight Distance at Intersection.** For the purpose of safety no fence, wall, hedge, or shrub planting which obstructs sight lines above 3 feet will be permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 35 feet from the intersection of the street lines or in case of a rounded property corner from the intersection of the street property line extended. The same sight-line limitations shall apply on a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections.

**12. Oil and Mining Operations.** 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, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

**13. Landscaping.** Trees, lawns, shrubs, or other plantings provided by the developer shall be properly nurtured and maintained or replaced at the property owner's expense upon request of the Architectural Control Committee.

Landscaping shall be installed in front yards between the front line of the house and the sidewalk on the entire width of the lot excluding the driveway and extend back to the back corners of house. Landscaping must be installed within one year of occupancy. Landscaping requirements are as outlined below:

**\*(a)** On corner lots landscaping shall be installed in all areas between the sidewalk and the side line of the house between the front property line and the rear property line which are visible from the public right-of-way. This covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

**\*(b)** Landscaping shall include at least one tree and a combination of lawn, shrubs or ground cover. Ground cover may include vegetative vines, low spreading shrubs or annual or perennial flowering or foliage plants. Ground cover may also include mineral or non-living organic permeable material in not more than 50% of the net landscaped area. Mineral ground cover may include such materials as rocks, boulders, gravel or brick over sand. Species, size and placement of landscape elements shall be determined by the homeowner. This covenant and restriction shall not be changed or amended but shall run with the land permanently and perpetually.

**(c)** Builder will provide with each home enough sod to cover front yard of home and it will be the sole responsibility of each individual home owner to install this sod and any

other landscaping for their particular lot and park strips.

**14. Slope and Drainage Control.** No structure, planting or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with established slope ratios, create erosion or sliding problems, or which may change the direction of flow of drainage channels or obstruct or retard the flow of water through drainage channels. The slope control areas of each lot and all improvements in them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

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**15. Future Construction.** Once developer has completed construction of approved residence, owner agrees to meet all requisite approvals of Lehi City before beginning any additional construction.

**16.** The main exterior materials shall be brick, stucco, stone or artificial stone. However, no aluminum, vinyl, or wood siding shall be used as an exterior wall finish. Any other exterior wall finishes shall be first approved by the Lehi City Planning Commission and City Council. Builder will use a minimum of 80% hard surface meaning brick, stucco, stone or artificial stone on the exterior of all homes.

### **PART C. ARCHITECTURAL CONTROL COMMITTEE**

**1. Membership.** The Architectural Control Committee shall be composed of three persons, each of whom is a property owner in the Canyon View Estates Subdivision, or an employee of the developer. The committee shall be elected by a ballot of property owners within this Unit of the Canyon View Estates Subdivision. If there are more than three candidates, the three parties gaining the most votes shall constitute the elected committee. Vacancies on the committee may be filled on a temporary basis by agreement of the remaining members of the committee. When a vacancy occurs, an election shall be held within six months at which time the vacancy shall be filled by ballot of the homeowners. At any time, a majority of the record owners of lots in this Unit of the subdivision may take action to remove and replace committee members, or to add or remove powers of the committee. A majority of the committee may designate a representative to act for it. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. All plans must be stamped and signed by the Architectural Control Committee prior to submittal to Lehi City for building permit.

#### **Three Persons**

**2. Procedure.** The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

**3.** Any amendments in the CC&Rs must be approved by the Lehi City Council and Planning Commission.

### **PART D. GENERAL PROVISIONS**

**1. Term.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of forty years from the date these covenants are recorded, after which time, said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or part.

**2. Enforcement.** Enforcement shall be by proceedings at law or equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

**3. Severability.** Invalidation of any one of these covenants by judgement or court order shall in no way affect the validity of any of the other provisions, which shall remain in full force and effect.

**4. Amendment.** These covenants are to run with the land and shall be binding on all parties and all person claiming under them unless an instrument signed by seventy-five

percent of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. Any Changes that are made by home owners association must be approved by both the Lehi Planning Commission and City Council.

5. These restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be constructed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City.

For: Perry Development, LLC

*William O Perry*  
By:

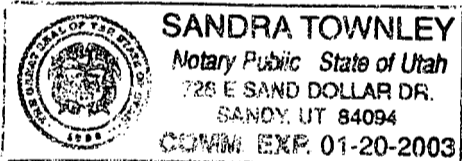
1-6-03  
DATE

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

On the 6 day of January, 2003, personally appeared before me William O Perry, who being by me duly sworn did say, that he is the President of Perry Development, LLC, and that the within and foregoing instrument was signed in behalf of said Corporation, by authority of a resolution of its Board of Directors and the said WILLIAM O. PERRY III duly acknowledged to me that said Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this \_\_\_ day of 1-6-03, 2003.



*Sandra Townley*  
NOTARY PUBLIC

Residing at: Sandy UT

My Commission Expires: 1-20-03

# Exhibit "C"

WHEN RECORDED MAIL TO:  
Grantees

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## WARRANTY DEED

L H PERRY INVESTMENTS, LTD., a Utah Limited Partnership, a Utah Corporation, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby **CONVEY and WARRANT to**

CITY OF LEHI, a Utah Municipal Corporation,

as GRANTEES, the following described real property situated in Utah County, State of Utah, to-wit:

Beginning at a point which is South 0 degrees 05'22" East, 1,855.29 feet along the Section Line and South 89 degrees 56'34" West, 328.77 feet and South 89 degrees 53' 10" West, 84.34 feet from the East Quarter Corner of Section 32, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 89 degrees 53'10" West, 245.65 feet; thence North 354.65 feet; thence North 89 degrees 53'10" East, 245.65 feet; thence South 354.65 feet to the Point of Beginning.

Part of Tax Parcel No. 11-033-0132

Subject to current general property taxes.

Subject to easements, conditions, covenants and restrictions of record.

Dated this 22 day of January, 2003.

L H PERRY INVESTMENTS, LTD., a Utah Limited Partnership

By:   
Its: WILLIAM O. PERRY, General Partner

STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 22 day of January, 2003 by WILLIAM O. PERRY, General Partner of L H PERRY INVESTMENTS, LTD., a Utah Limited Partnership, a Utah Corporation, who duly acknowledged to me that said instrument was executed by authority.

  
\_\_\_\_\_  
NOTARY PUBLIC

