

Lehi City -
153 N. 100 E. ← M
Lehi, UT 84043

DEVELOPMENT AGREEMENT

JORDAN MEADOWS PLAT A

ENT 34680 BK 5022 PG 600
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Mar 24 3:16 pm FEE 0.00 BY SS
RECORDED FOR LEHI CITY

This Development Agreement is entered into as of this 23 day of March, 1999, by and among the owners and developers of the Jordan Meadows Plat A (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 72 lot Planned Residential Design Project designated as Jordan Meadows, Plat A, 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 Jordan Meadows, Plat A, 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 consideration 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. 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.

2. The Developer will be responsible for paying for and installing the perimeter fencing as identified on the construction drawings of the subject subdivision plat.

3. In lieu of the Developer's Agreement to dedicate property to the City for use as public parks and open space, the Developer has agreed to pay the equivalent value of such dedicated property in order to enable the City to use such funds in the development of a larger regional park in the general area of the Jordan Meadows Plat A Subdivision. The parties hereto have agreed upon said value to be the sum of \$ 115,000 which Developer will pay to Lehi City prior to the recording of the Jordan Meadows Plat A Subdivision plat.

4. 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.

5. 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.

6. 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.

7. 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 plated lots within the subject subdivision.

9. 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.

9. 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: 3/23/99

Jordan Meadows Plat A

By: William P. Repone

Its: representative

DATED: 3/23/99

Lehi City Corporation

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

Attest:

Connie J. Ashton Deputy Recorder
Evelyn Yates, City Recorder

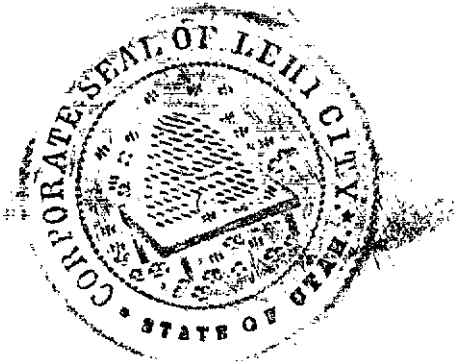


Exhibit "A"

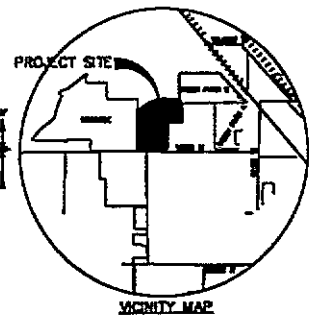
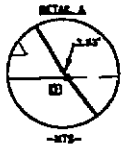
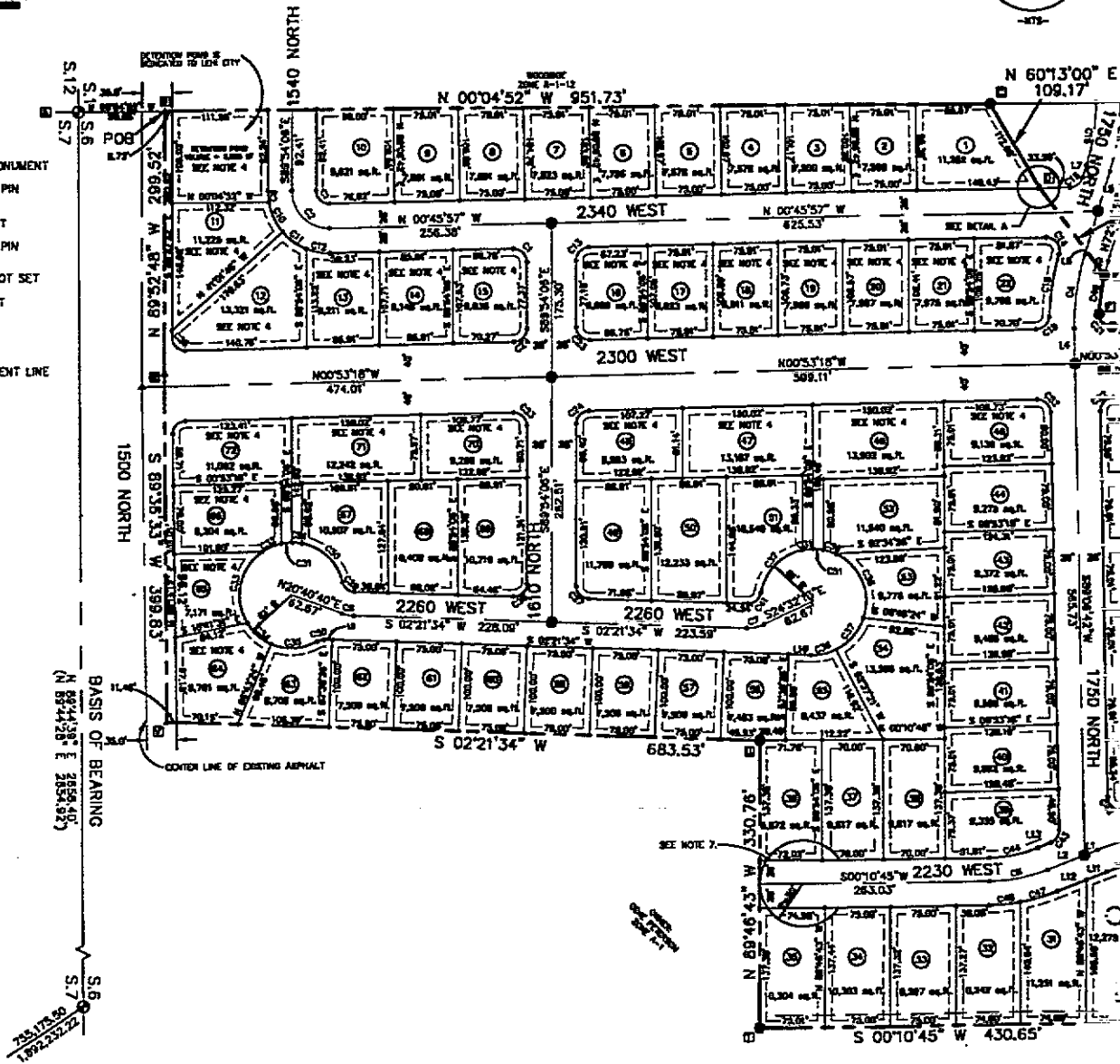
ENT 34680 BK 5022 PG 604



SCALE: 1" = 100'

LEGEND

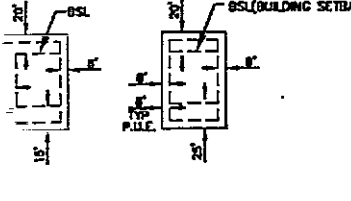
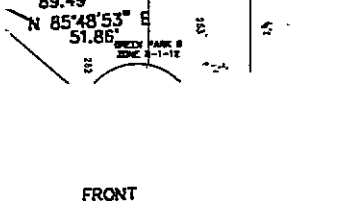
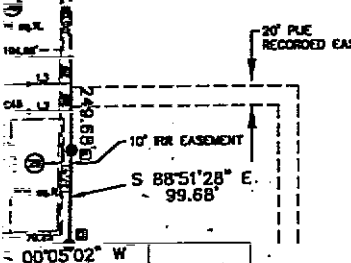
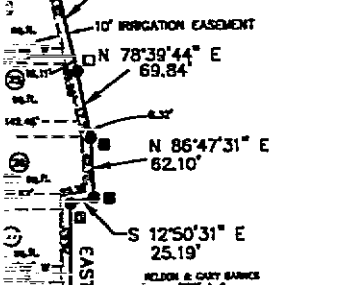
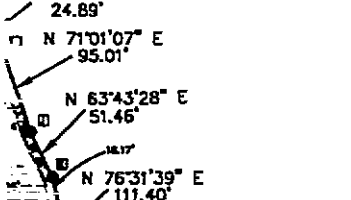
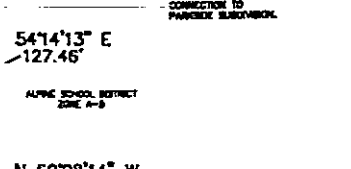
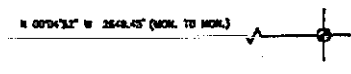
- FOUND BRASS CAP MONUMENT
- SET 5/8" x 18" IRON PIN WITH PLASTIC CAP
- SET STREET MONUMENT
- SET 1/2" x 18" IRON PIN WITH PLASTIC CAP
- ▲ CALCULATED POINT, NOT SET
- CENTERLINE MONUMENT
- - - SECTION LINE
- - - PROPERTY BOUNDARY
- - - PUBLIC UTILITY EASEMENT LINE
- - - CENTERLINE
- - - LOT LINE
- - - RIGHT-OF-WAY LINE
- ① LOT NUMBER



NOTES:

1. ALL LOTS HAVE AN 8' PUBLIC UTILITY EASEMENT ON ALL SIDES.
2. LOT SETBACKS ARE AS FOLLOWS:
STANDARD LOTS: 20' FRONT, 25' REAR AND 8' EACH SIDE.
CORNER LOTS: 20' FRONT (25' SIDE STREET),
15' REAR AND 8' INTERIOR SIDE.
3. THIS AREA IS SUBJECT TO ALL THE SOUNDS, ODORS AND ACTIVITIES NORMALLY ASSOCIATED WITH AN AGRICULTURAL AREA AND USE.
4. NO DRIVEWAY ACCESS SHALL BE PERMITTED ON 2300 W. OR 1500 N.
5. VARY FRONT YARD SET BACKS FROM 20 TO 25 FEET IN A RANDOM MANNER.
6. SIGHT TRIANGLE ON 1500 N. AND 2300 W. MAY BE INCREASED AS PER LEH CITY.
7. TEMPORARY TURNAROUND EASEMENT, TO BE DEDICATED TO LEH CITY, ON 2230 WEST IS TO EXIST ONLY UNTIL 2230 W. EXTENDS THROUGH TO 1500 N.
8. HOUSING DENSITY HAS BEEN INCREASED DUE TO A PARK BUY-BACK.

Bearing	Distance	Point	Northing	Easting
N 22°28'32" W	18.231	A	7637.73	100.00
N 60°08'14" W	24.897	B	7637.73	100.00
N 60°08'14" W	24.897	C	7637.73	100.00
N 60°08'14" W	24.897	D	7637.73	100.00
N 60°08'14" W	24.897	E	7637.73	100.00
N 60°08'14" W	24.897	F	7637.73	100.00
N 60°08'14" W	24.897	G	7637.73	100.00
N 60°08'14" W	24.897	H	7637.73	100.00
N 60°08'14" W	24.897	I	7637.73	100.00
N 60°08'14" W	24.897	J	7637.73	100.00
N 60°08'14" W	24.897	K	7637.73	100.00
N 60°08'14" W	24.897	L	7637.73	100.00
N 60°08'14" W	24.897	M	7637.73	100.00
N 60°08'14" W	24.897	N	7637.73	100.00
N 60°08'14" W	24.897	O	7637.73	100.00
N 60°08'14" W	24.897	P	7637.73	100.00
N 60°08'14" W	24.897	Q	7637.73	100.00
N 60°08'14" W	24.897	R	7637.73	100.00
N 60°08'14" W	24.897	S	7637.73	100.00
N 60°08'14" W	24.897	T	7637.73	100.00
N 60°08'14" W	24.897	U	7637.73	100.00
N 60°08'14" W	24.897	V	7637.73	100.00
N 60°08'14" W	24.897	W	7637.73	100.00
N 60°08'14" W	24.897	X	7637.73	100.00
N 60°08'14" W	24.897	Y	7637.73	100.00
N 60°08'14" W	24.897	Z	7637.73	100.00



LAND USE:

ZONING:	R-1-12
TOTAL ACRES:	22.54
TOTAL LOTS:	72
LOTS PER ACRE:	3.19
AVERAGE LOT SIZE:	8,832 SQ. FT.

No.	Radius	Length	Chord	Bearing	Delta
05	13.79	13.79	13.79	N 43°34'11\"/>	

No.	Address
1	1725 N. 2340 W.
2	1705 N. 2340 W.
3	1687 N. 2340 W.
4	1669 N. 2340 W.
5	1651 N. 2340 W.
6	1633 N. 2340 W.
7	1615 N. 2340 W.
8	1597 N. 2340 W.
9	1579 N. 2340 W.
10	1561 N. 2340 W.
11	2339 W. 1640 N.
12	2339 W. 1640 N.
13	2339 W. 1640 N.
14	2339 W. 1640 N.
15	2339 W. 1640 N.
16	2339 W. 1640 N.
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68	2339 W. 1640 N.
69	2339 W. 1640 N.
70	2339 W. 1640 N.
71	2339 W. 1640 N.
72	2339 W. 1640 N.

HUBBLE ENGINEERING, INC.
 ENGINEERING-SURVEYING-PLANNING
 1471 N. 1200 W.
 OREN, UTAH 84057
 (801) 802-8992

I, DONALD C. ALLEN DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 154881 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN AND THAT THIS IS TRUE AND CORRECT.

DATE _____ DONALD C. ALLEN L.S.

BOUNDARY DESCRIPTION

Beginning at a point on the northerly line of 1500 North Street, Lehi, Utah, said point being North 0°04'52" West 98.85 feet along the section line from the southwest corner of Section 8, Township 3 South, Range 1 East, Salt Lake Base Meridian; thence North 0°04'52" West 95.73 feet along said section line, along the easterly line of the lands of Woodside Homes; thence North 80°13'00" East 109.17 feet along the south line of the lands of Alpine School District as described in Book 4519 of Official Records at page 113; thence North 54°14'13" East 127.46 feet along said line; thence southeasterly 43.04 feet along the arc of a non-tangent curve to the left, having a radius of 247.00 feet, through an angle of 10°26'50", and whose chord bears South 81°57'27" East 44.98 feet, to a point of compound curvature; thence northeasterly 24.53 feet along the arc of a tangent curve to the left, having a radius of 15.00 feet, through an angle of 83°42'25", and whose chord bears North 45°57'55" East 21.89 feet; thence North 00°53'18" West 28.07 feet; thence North 80°08'14" East 24.89 feet along said line; thence North 71°01'07" East 95.01 feet along said line; thence North 63°43'28" East 51.46 feet along said line; thence North 78°31'39" East 111.40 feet along said line; thence North 78°39'44" East 69.84 feet along said line; thence North 86°47'31" East 62.10 feet along said line; thence South 12°50'31" East 25.19 feet along the westerly line of the lands of Barnes as described in that Boundary Line Agreement recorded in Book 4396 of Official Records at page 27; thence EAST 249.68 feet; thence South 88°51'28" East 99.68 feet along the southerly line of said lands of Barnes; thence South 0°05'02" West 89.49 feet along the westerly line of Green Park Subdivision, Plat "B"; thence North 85°48'53" East 51.86 feet along the southerly line of Green Park Subdivision, Plat "B"; thence South 0°10'45" West 430.65 feet along the westerly line of the lands of Roff as described in Book 3827 of Official Records at page 84; thence North 89°46'43" West 330.78 feet along a fence line; thence South 22°13'44" West 683.53 feet along a fence line; thence South 89°36'33" West 399.83 feet along the northerly line of 9600 North Street; thence North 89°52'50" West 299.52 feet along said line to the point of beginning. Containing 22.52 acres.

OWNER'S DEDICATION

PROVIDENCE DEVELOPMENT GROUP, LC, OWNER(S) OF THE PARCEL OF LAND WHICH IS SHOWN UPON THE PLAN OF JORDAN MEADOWS PLAT A, A UTAH HOUSING DEVELOPMENT, DOES CONSENT TO THE PREPARATION AND RECORDATION OF THIS PLAN AND DOES HEREBY OFFER AND CONVEY TO ALL PUBLIC UTILITY AGENCIES AND THEIR SUCCESSORS AND ASSIGNS A PERMANENT EASEMENT AND RIGHT-OF-WAY AS SHOWN ON THE BIRTH PLAN FOR THE CONSTRUCTION AND MAINTENANCE OF SUBTERRANEAN ELECTRICAL, TELEPHONE, NATURAL GAS, SEWER AND WATER LINES AND APPURTENANCES, TOGETHER WITH THE RIGHT OF ACCESS THEREIN. IN WITNESS WHEREOF WE HAVE HERUNTO SET OUR HANDS THIS _____ DAY OF _____ A.D. ENT 34680 BK 5022 PG 605

ACKNOWLEDGMENT

STATE OF UTAH COUNTY OF UTAH S.S. ON THE _____ DAY OF _____, A.D. _____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

ACCEPTANCE BY LEGISLATIVE BODY

THE 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 _____ ATTEST _____
 (SEE SEAL BELOW) (SEE SEAL BELOW)
BOARD OF HEALTH
 APPROVED SUBJECT TO THE FOLLOWING CONDITIONS: _____
 _____ CITY-COUNTY HEALTH DEPARTMENT
PLANNING COMMISSION APPROVAL
 APPROVED THIS _____ DAY OF _____, A.D. _____ BY THE _____ PLANNING COMMISSION
 _____ DIRECTOR-SECRETARY _____ CHAIRMAN, PLANNING COMMISSION

JORDAN MEADOWS PLAT A
 A PLANNED RESIDENTIAL DESIGN
 BY PROVIDENCE DEVELOPMENT GROUP, LC
 8550 BETHEL COURT BOISE, IDAHO 83708

SCALE: 1" = 100 FEET UTAH COUNTY, UTAH

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL
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COVENANTS, CONDITIONS AND RESTRICTIONS

JORDAN MEADOWS, A PLANNED RESIDENTIAL DESIGN

ENT 34680 BK 5022 PG 606

We the undersigned, owners in fee of the following described real property, to wit: Lots 1 through 72, inclusive, Jordan Meadows Subdivision, a Planned Residential Design, do hereby make the following declarations as to limitations, restrictions and uses to which the lots and/or tracts constituting the said addition, may be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in said addition, the declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

AREA OF APPLICATION

Full-protected residential area. The residential area covenants in their entirety shall apply to all property listed in the above described property and also described in the attached exhibit A.

RESIDENTIAL AREA COVENANTS

1. Land use and building type. No lot shall be used except for the residential purpose. No building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling not to exceed two (2) stories in height and private garage for not less than two vehicles. Each finished dwelling must have a minimum square footage of 1000 square feet of living area on the main level. Square footage is excluding garages, verandas, carports, patios, basements, porches and steps. Any square footage with any portion thereof beneath the top grade of the foundations will not qualify to offset the minimum square footage requirement.

2. No tank for storage of fuel may be maintained above the surface of the ground.

3. Building location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines as required by Lehi City. The front setbacks shall vary between 20 and 25 feet.

No building shall be located nearer than 8 feet to an interior lot line. No dwelling shall be located on an interior lot nearer than 25 feet to the rear lot line. For the purpose of this covenant, eaves, steps, chimneys and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building, or a lot to encroach upon another lot.

Buildings on corner lots shall be setback from the streets 20 and 25 feet with 25 feet against the front elevation of the home. The rear setback for corner lots shall be 15 feet.

4. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is ready to commence improvements and then the material will be placed within the property lines of the plot upon which the improvements are to be erected, and shall not be placed in the streets or between the curb and the property line.

5. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. All power and telephone lines must be run underground.

6. Keeping of animals other than those ordinarily kept as family pets shall be forbidden, unless the

written permission of two-thirds of the subdivision owners is obtained for the exception. Said exception must also be in accordance with city zoning requirements.

ENT 34680 BK 5022 PG 607

7. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. This area is subject to all the sounds, odors, and activities normally associated with an agricultural area and use.

8. No signs, billboards, nor advertising structures may be erected or displayed on any lots hereinbefore described or parts or portions thereof, except that a single sign, not more than 3 feet by 5 feet in size advertising a specific unit for sale or house for rent or construction sign, may be displayed on the premises affected. The other exception will be signs that are deemed necessary by the original owner/developer of the subdivision, and all such signs must be removed at such time that all the lots in the subdivision are sold.

9. No satellite dishes or antennas shall be placed in set back easements of said side yards and are to be obscured from public view.

10. No trash, ashes, nor any other refuse may be dumped, or thrown, or otherwise disposed of, on any lot hereinbefore described or any part or portion thereof. All homes must subscribe to city garbage disposal service, or an incinerator must be provided.

11. Temporary structures. No structure of a temporary character, trailer basement, tent, shack, garages, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

12. Any detached accessory building erected on the lots shall conform in design and materials with the primary residential home on the lot.

13. Fencing. No fence, wall, hedge, or other dividing structure higher than 3 ½ feet shall be permitted within the front yard setback. No dividing structure on any other portion of the lot shall be over 6 feet in height. No fencing shall be erected within 5 feet of the non-climbable metal fence adjacent to 2300 West and is only permissible if the coniferous vegetation inside the property line along 2300 West is adequately maintained to provide a continuous landscaped barrier.

14. Parking and Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more than 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on the residential street except while engaged in transportation. Trailers, mobile homes, trucks over three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors and maintenance or commercial equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access should be planned and provided for in the design of the home, to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

15. Maintenance. Every lot, including improvements in said tract, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition.

16. Landscaping. All front yard landscaping must be installed within the first growing season after

such date that occupancy permit is granted to each individual dwelling. Growing season will be considered to commence on April 1, and run through October 31. If a building permit is issued during the growing season; compliance with this restriction is required by the end of the current growing season, unless the permit is issued after September 1 of that growing season.

For lots 12-23, 45-48 and 70-72, a variety of Arborvitae, or column shaped Juniper, or other similar, suitable, approved evergreen vegetation is to be planted within 8 feet of the non-climbable metal fencing adjacent to 2300 West. This vegetation will provide a decorative barrier between the homes and 2300 West without providing a surface which may be marred by graffiti. This vegetation is to be installed by the homeowner within one year of the occupancy of each home. It is also the responsibility of the homeowner provide healthy growing conditions for, and to otherwise maintain, the vegetation along the non-climbable metal fence.

DESIGN GUIDELINES

In addition to the above listed Residential Area Covenants and all other restrictions and covenants outlined in this document, a set of Design Guidelines shall apply. The purpose of the Design Guidelines is to increase the aesthetic quality of the Jordan Meadows Subdivision, a Planned Residential Design, while maintaining a housing stock that remains achievable to the first-time home buyer. The Design Guidelines are intended to create a harmonious architectural approach, compatible with the site, while providing each home owner with flexibility in choosing exterior and interior features so as to avoid monotony of design, exterior elevations and colors. These Design Guidelines are listed below.

I. Architectural Standards

1. **Height of Structures**
The maximum height of any residence shall not exceed two stories above grade and shall not exceed Lehi City building height requirements for the zone.
2. **No Reflective Finishes**
No highly reflective finishes (other than glass, which may not be mirrored) shall be used on exterior surfaces (other than surfaces of hardware fixtures), including without limitation, the exterior surfaces of the following: roofs, all projections above roofs, doors, trim, fences, pipes, mailboxes and newspaper tubes.
3. **Materials - Exterior Surfaces**
Exterior surfaces will consist of the following: On all side and rear elevations of all homes, vinyl siding, stucco and masonry shall be acceptable. The front elevation of all homes will be a combination of stucco and masonry wainscot, or vinyl and masonry wainscot with the minimum masonry square footage equal to four times the length of the front elevation. The colors of the siding, stucco and masonry shall be chosen to compliment and match as closely as possible.
4. **No Two Homes Alike on Adjoining Lots**
Due to the lot size and density of Jordan Meadows, no two alike are allowed on adjoining lots. Adjoining lots shall be defined as lots which share common side yard property lines. This includes the same model with different materials, however, the same model with two different front elevation details will be permitted on adjoining lots.
5. **Setback Requirements**
Front setbacks shall vary between 20 and 25 feet to create additional visual interest to the

streetscape. The minimum side setback shall be eight feet for lots less than 8,000 square feet and 10 feet for all other lots. The minimum rear setback for standard lots shall be 25 feet. Corner lots shall setbacks from streets of 20 and 25 feet with 25 feet against the front elevation of the home. The rear setback for corner lots shall be 15 feet.

6. Garage Access - Corner Lots

Homes on corner lots shall have side-entry garages with at least one window on the front elevation side of the garage.

II. Landscaping

Within one year of occupancy of each home, the home shall have, within the front setback, sod, two trees and five shrubs.

The trees shall be 2" caliper if deciduous and 6' if coniferous. Shrubs shall be a minimum of one gallon. Trees and shrubs shall be chosen from the following list:

Coniferous Trees

White Fir
Colorado Green Spruce
Austrian Pine

Deciduous Trees

Red Sunset Maple
Palmore Ash
Eastern Redbud
Bradford Pear

Coniferous Shrubs

Sea Green Juniper
Compact Oregon Grape

Deciduous Shrubs

Redleaf Barberry
Compact Burning Bush
Alpine Currant

Side and rear yards shall be landscaped within two years of the home occupancy.

III. Fencing

Perimeter fencing along 2300 West Street and 1500 North Street shall be uniform and site-obscuring. Perimeter fencing along these streets shall be the responsibility of the subdivision developer. A decorative metal fence with masonry pilasters shall be installed along 2300 West Street. Homeowners along 2300 West shall install coniferous trees along the metal fence to provide a site and sound barrier. Varieties of acceptable coniferous trees shall be identified by the developer and approved by the staff prior to plat recordation. This will provide a decorative barrier along 2300 West without being attractive as a graffiti surface.

White vinyl fencing with masonry pilasters shall be installed along 1500 North. Bradford Pear street trees shall be installed, by the developer, within the park strip to provide visual continuity with the Parkside Subdivision.

Additionally, white, vinyl fencing shall be installed along west property line of Gene Peterson to the rear of Mr. Peterson's landscaped yard. Fencing north of the landscaped yard shall be non-climbable metal fencing.

GENERAL PROVISIONS

The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for the benefit of the grantors herein named, its successors and assigns as a general plan for the benefit of the said tract, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract.

ENFORCEMENT

In the event of violation of any of these covenants, property owners in the said tract are authorized and empowered to take such action as may be necessary to enforce or enjoin the violators of these covenants, it being understood and agreed by all of the signators hereto that the costs including attorney's fees of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision. It being also understood and agreed by all of the signators hereto, that if such aforementioned signators violate the provisions of these covenants, and are proven at fault; they agree to pay the reasonable costs and attorney's fees necessary to enforce the provisions of these covenants and restrictions. If such debt remains unpaid 90 days beyond the date notice is tendered to the violator, a lien shall be recorded against the lot where the violation has been perpetuated.

SEVERABILITY

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

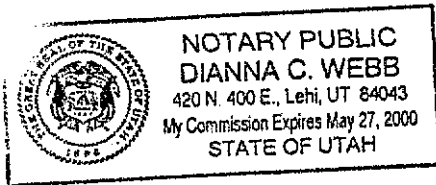
IN WITNESS WHEREOF, the undersigned, Providence Development Group, LLC, has executed the instrument this 23 day of March 1999.

PROVIDENCE DEVELOPMENT GROUP, LLC

William P. Peperone
By: William P. Peperone

STATE OF UTAH
COUNTY OF UTAH

On the 23 day of March 1999, personally appeared before me, William P. Peperone, who being by me duly sworn did say that he is a legal representative of Providence Development Group, LLC, that executed the within instrument and did acknowledge to me that the said corporation executed the same.



Dianna C. Webb
Notary Public

ENT 34680 BK 5022 PG 611

THE WITHIN COVENANTS HEREBY APPROVED BY:

Connie J. Ashton

William P. Peperone

PROVIDENCE DEVELOPMENT GROUP, LLC

By: William P. Peperone
William P. Peperone



EXHIBIT "A"

THIS EXHIBIT ATTACHED TO THESE RESTRICTIVE COVENANTS AND MADE A PART THEREOF

Beginning at a point on the northerly line of 1500 North Street, Lehi, Utah, said point being North 0°04'52" West 98.86 feet along the section line from the southwest corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base Meridian; thence North 0°04'52" West 951.73 feet along said section line, along the easterly line of the lands of Woodside Homes; thence North 60°13'00" East 109.17 feet along the south line of the lands of Alpine School District as described in Book 4519 of Official Records at page 113; thence North 54°14'13" East 127.46 feet along said line; thence southeasterly 45.04 feet along the arc of a non-tangent curve to the left, having a radius of 247.00 feet, through an angle of 10°26'50", and whose chord bears South 81°57'27" East 44.98 feet, to a point of compound curvature; thence northeasterly 24.53 feet along the arc of a tangent curve to the left, having a radius of 15.00 feet, through an angle of 93°42'25", and whose chord bears North 45°57'55" East 21.89 feet; thence North 00°53'18" West 28.07 feet; thence North 50°08'14" East 24.89 feet along said line; thence North 71°01'07" East 95.01 feet along said line; thence North 63°43'28" East 51.46 feet along said line; thence North 76°31'39" East 111.40 feet along said line; thence North 78°39'44" East 69.84 feet along said line; thence North 86°47'31" East 62.10 feet along said line; thence South 12°50'31" East 25.19 feet along the westerly line of the lands of Barnes as described in that Boundary Line Agreement recorded in Book 4396 of Official Records at page 27; thence East 249.68 feet; thence South 88°51'28" East 99.58 feet along the southerly line of said lands of Barnes; thence South 0°05'02" West 89.49 feet along the along the westerly line of Green Park Subdivision, Plat "B"; thence North 85°48'53" East 51.86 feet along the southerly line of Green Park Subdivision, Plat "B"; thence South 0°10'45" West 430.65 feet along the westerly line of the lands of Raff as described in Book 3827 of Official Records at page 84; thence North 89°46'43" West 330.76 feet along a fence line; thence South 2°21'34" West 683.53 feet along a fence line; thence South 89°36'33" West 399.83 feet along the northerly line of 9600 North Street; thence North 89°52'50" West 299.52 feet along said line to the point of beginning. Containing 22.52 acres.