

Lehi City  
153 North 100 East  
Lehi, Utah 84043

**DEVELOPMENT AGREEMENT  
NORTH LAKE SUBDIVISION, PLAT G  
A PLANNED RESIDENTIAL DESIGN PROJECT**

This Development Agreement is entered into as of this 11<sup>th</sup> day of March, 2003, by and among the owners and developers of the North Lake Subdivision Plat G, (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 50 lot Planned Residential Design Project designated as North Lake Subdivision, Plat G, 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 North Lake Subdivision, Plat G, 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 entire project including Plat G by warranty deed. (Exhibit C)

3. North Lake Subdivision Plats A through C must be recorded prior to recording North Lake Subdivision, Plat G. Utilities for North Lake Subdivision, Plats A through C must be completed prior to completion of utilities in Plat G.

4. The Developer and City acknowledge that because of recommendations from the East/West Corridor Study, the 1900 South corridor that goes through this project will be

an 80 foot right-of-way width.

5. The developer shall construct a six foot, semi-private vinyl fence with mow strip and 18" masonry pillars not more than 30 feet apart along the subdivision property line abutting 1900 South Street.

6. 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 west property line of the plat, lots 214 through 221, inclusive, and on the north property line of lots 221 and 222.

7. The developer shall construct an eight foot concrete sidewalk along 1900 South adjacent to the development. Five feet of the eight foot sidewalk shall be traditional solid concrete with the remaining three feet to be stamped concrete or pavers which will permit easier access to underground utilities. The developer shall also implant two-inch caliper trees as approved by the Lehi City Parks Superintendent in tree boxes to be located between the back of curb and the standard sidewalk. The tree boxes are to have cast iron grates covering them with a drip system installed and the control box centrally located such that it will be accessible to Lehi City staff upon assuming maintenance of the sidewalk and trees. The trees are to be spaced on center between the masonry pillars of the fence.

8. 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.

9. The developer will take such steps as are necessary to insure that all homes will be constructed of at least 70% brick, rock, stone, or stucco. Additionally, decorative mail boxes will be installed and paid for by the Developer.

10. 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.”**

**11. The developer will place the following disclosure on the plat and on all deeds of conveyance:**

**“This area has historically experienced high ground water levels and occasionally even surface flooding due to the rising of Utah Lake in wet years. Lehi City will not be responsible for damage resulting from high ground water or flooding.”**

**12. No basements will be allowed in this development due to the high water table.**

**13. 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.**

**14. 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.**

**15. 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.**

**16. 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 to individual retail purchasers.**

**17. 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.**

**18. 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: 3-11-03

North Lake Subdivision, Plat G

By: Cleodonna Bargerter  
Jane and Cleodonna Investments  
Its: Manager ?

**ACKNOWLEDGMENT**

STATE OF UTAH

S.S.

COUNTY OF UTAH

On the 11th day of March 2003, personally appeared before me Cleodonna Bargerter, the signer(s) of the foregoing document who duly acknowledge to me that she did execute the same.

My Commission Expires: \_\_\_\_\_

Susan D Behunin  
NOTARY PUBLIC



DATED: 3-11-03

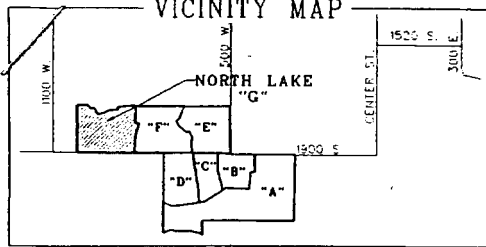
Lehi City Corporation

By: Kenneth J Greenwood  
Kenneth J. Greenwood, Mayor

Attest:

Connie Ashton  
Connie Ashton, City Recorder

VICINITY MAP



NOTES:

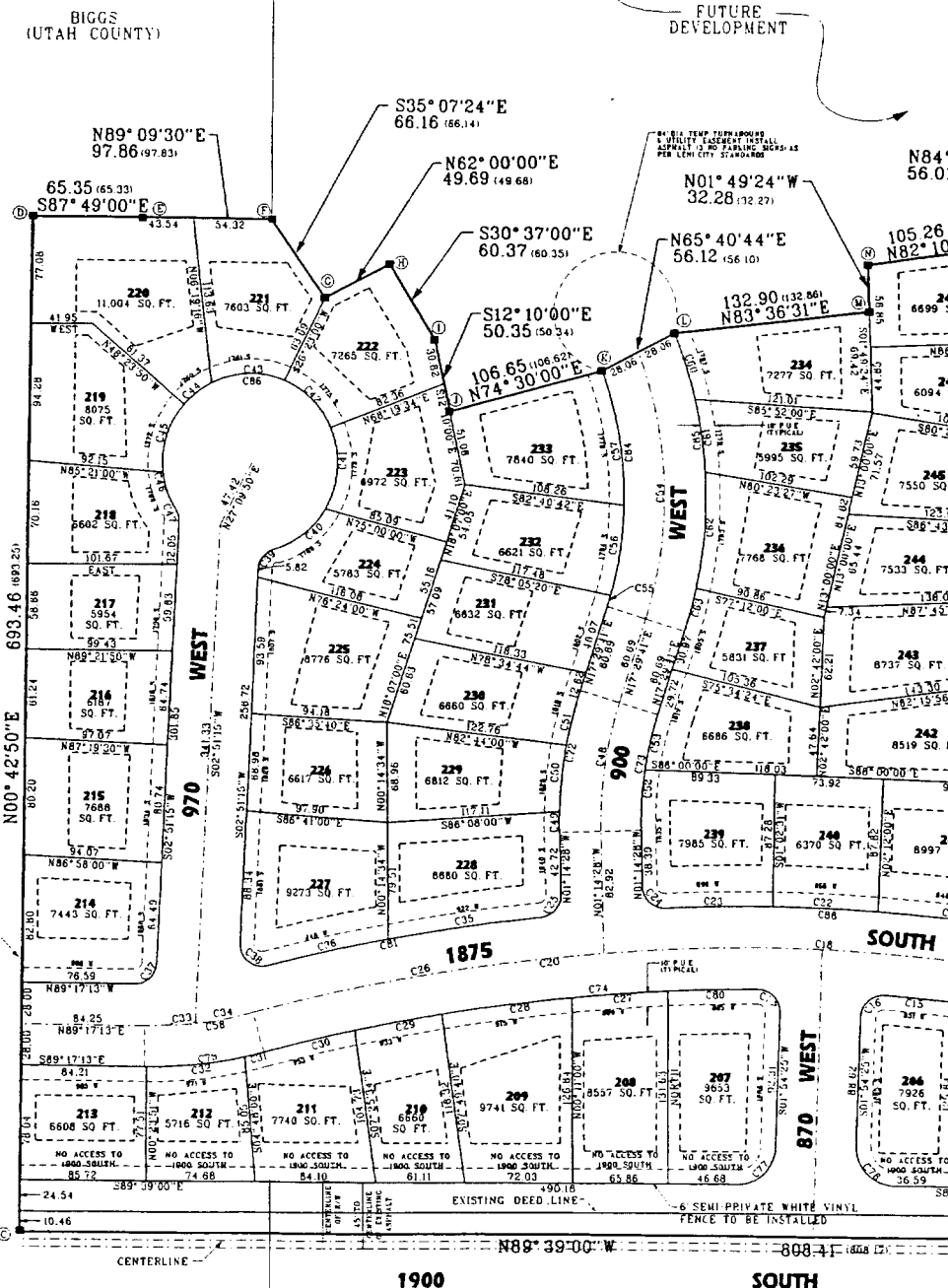
- THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, SITES, EQUIPMENT, FACILITIES AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
- LOTS 201-214 WILL HAVE NO ACCESS ONTO 1900 SOUTH. NO BASEMENTS WILL BE ALLOWED IN THIS DEVELOPMENT DUE TO THE HIGH WATER TABLE.
- THE DISTANCE FROM THE CENTERLINE OF THE R-W TO NEW PROPERTY LINE IS 28.156 R-W ON ALL ROADS EXCEPT 1900 SOUTH WHICH IS 40.80 R-W.
- NORTH LAKE PLATS "A" THROUGH "E" WILL NEED TO BE RECORDED PRIOR TO PLAT "G" BEING RECORDED AND UTILITIES FOR PLATS "A" THROUGH "E" MUST BE COMPLETED BEFORE PLAT "G" UTILITIES ARE COMPLETED.
- BRASS C&P MONUMENT IN CONCRETE TO BE SET AT ALL EXTERIOR ANGLE POINTS.
- REBAR & CAP TO BE SET AT ALL LOT CORNERS NAIL AND BRASS TO BE SET IN CURB & PROJECTION OF SIDE LOT LINES.
- THIS AREA HAS HISTORICALLY EXPERIENCED HIGH GROUND WATER AND OCCASIONALLY EVEN SURFACE FLOODING DUE TO THE RISING UTAH LAKE IN WET YEARS. LEHI CITY WILL NOT BE RESPONSIBLE FOR DAMAGE RESULTING FROM HIGH GROUND WATER OR FLOODING.
- DETENTION REQUIREMENTS FOR THIS PLAT ARE INCLUDED IN PLAT "A".

ENT 43655:2003 PG 7 of 21

CURVE	RADIUS	DELTA	LENGTH	CHORD	
C1	272.00	03°35'23"	17.04	504°49'40"E	17.04
C2	272.00	03°35'23"	17.04	301°14'17"E	17.04
C3	306.00	03°24'10"	19.48	304°55'16"E	19.48
C4	328.00	03°24'10"	19.48	304°55'16"E	19.48
C5	15.00	83°33'21"	21.88	N45°00'00"W	19.99
C6	15.00	92°39'14"	21.28	N44°53'18"W	21.70
C7	222.00	03°59'28"	50.29	N80°02'10"W	50.29
C8	750.00	03°40'07"	48.02	N79°52'30"W	48.01
C9	778.00	04°28'51"	60.39	S60°43'38"E	60.38
C10	15.00	78°12'00"	21.74	N39°02'39"W	19.12
C11	15.00	97°05'00"	25.42	S49°05'54"W	22.48
C12	1300.00	02°10'06"	49.20	N79°07'30"W	49.20
C13	1272.00	02°45'25"	61.21	S70°25'09"E	61.20
C14	1272.00	02°40'35"	59.44	S82°08'11"E	59.44
C15	1272.00	02°08'59"	47.73	S84°33'01"E	47.72
C16	15.00	92°28'05"	21.21	N46°04'27"E	21.67
C17	15.00	91°27'11"	23.94	S43°49'10"E	21.48
C18	1300.00	14°00'19"	317.77	N87°12'43"W	316.98
C19	1500.00	07°23'38"	187.76	N83°54'21"W	187.63
C20	1300.00	8°36'43"	150.02	S69°43'51"E	150.75
C21	1328.00	03°38'33"	84.43	N84°10'53"W	84.41
C22	1328.00	03°06'45"	72.16	N87°30'33"W	72.16
C23	1328.00	03°10'03"	73.42	S69°18'01"W	73.41
C24	15.00	91°02'33"	23.84	N86°45'45"W	21.41
C25	15.00	85°17'00"	22.33	S41°54'02"E	20.32
C26	1300.00	04°43'12"	243.23	S81°04'32"E	233.06
C27	1272.00	3°58'30"	66.42	N86°12'32"E	66.41
C28	1272.00	3°58'30"	66.42	N86°12'32"E	66.41
C29	1272.00	3°58'30"	66.42	N86°12'32"E	66.41
C30	1272.00	3°58'30"	66.42	N86°12'32"E	66.41
C31	303.00	2°55'39"	13.72	N76°31'21"E	13.72
C32	303.00	2°55'39"	13.72	N76°31'21"E	13.72
C33	275.00	7°04'05"	33.92	S87°15'18"W	33.90
C34	275.00	8°28'43"	40.70	S89°28'54"W	40.66
C35	1328.00	8°11'58"	105.07	S81°54'45"W	105.04
C36	1328.00	3°42'06"	85.81	S77°39'28"W	85.80
C37	15.00	88°18'27"	23.11	S48°34'36"W	20.89
C38	15.00	107°02'58"	28.03	N50°40'10"E	24.12
C39	15.00	107°42'58"	18.51	N47°12'59"E	17.06
C40	15.00	44°19'59"	47.20	S53°00'23"E	46.03
C41	61.00	54°32'24"	57.91	N03°38'56"E	55.76
C42	61.00	14°13'44"	61.83	N45°40'41"E	45.96
C43	61.00	30°04'02"	53.30	S87°09'28"W	51.62
C44	61.00	24°04'07"	29.63	S50°05'23"W	25.44
C45	61.00	17°35'55"	56.68	S14°15'22"E	49.23
C46	61.00	22°15'06"	43.09	S20°40'09"E	23.54
C47	15.00	34°38'57"	9.07	S14°28'13"E	8.93
C48	275.00	8°14'09"	89.83	N08°07'56"E	89.52
C49	303.00	2°43'46"	14.43	S00°07'25"W	14.43
C50	303.00	8°39'47"	43.81	S05°49'12"W	45.77
C51	103.00	1°03'00"	6.83	S13°49'23"W	38.81
C52	247.00	8°53'29"	38.33	N03°12'16"E	38.29
C53	247.00	9°50'40"	42.44	N12°34'21"E	42.39
C54	250.00	18°08'52"	185.09	S01°54'45"W	181.89
C55	250.00	1°49'02"	7.93	S16°35'10"W	7.93
C56	250.00	14°21'17"	62.67	S08°27'45"E	62.51
C57	250.00	15°32'28"	65.88	S09°27'49"E	93.50
C58	275.00	1°32'48"	74.80	N63°00'56"W	74.39
C59	306.00	08°58'08"	47.89	N18°30'21"E	47.84
C60	306.00	09°25'13"	50.31	N07°18'44"W	47.25
C61	306.00	14°57'47"	79.91	N04°52'45"E	79.69
C62	306.00	05°08'02"	27.42	N14°55'40"E	27.41
C63					
C64					
C65					
C66					
C67					
C68					
C69					
C70					
C71	303.00	18°44'09"	99.08	N08°07'36"E	98.64
C72	303.00	17°41'08"	80.77	N05°07'36"E	80.41
C73	1272.00	15°14'14"	137.91	S82°50'37"W	136.92
C74	303.00	15°13'47"	82.30	S83°00'26"W	82.05
C75	260.00	9°13'25"	41.55	N45°52'18"W	37.27
C76	260.00	06°28'35"	40.13	S48°07'42"W	38.27
C77	260.00	07°10'45"	34.08	N03°01'59"W	34.06
C78	1328.00	00°36'16"	14.01	N78°20'35"E	14.01
C79	1272.00	02°44'12"	21.04	N89°04'46"E	61.03
C80	1328.00	08°14'07"	190.88	N79°55'28"E	190.71
C81	1328.00	07°35'03"	168.38	N81°49'59"W	168.25
C82	1272.00	04°54'37"	66.86	S80°29'48"E	66.66
C83	778.00	37°44'11"	164.66	N01°22'25"E	161.70
C84	250.00	38°29'02"	205.53	N01°44'50"W	201.69
C85	306.00	08°57'14"	305.52	S68°18'19"E	72.59
C86	61.00	00°27'44"	6.28	S78°18'24"W	6.28
C87	778.00	00°27'44"	6.28	S78°18'24"W	6.28
C88	1328.00	09°55'25"	230.01	N87°19'19"E	229.72

STATE PLANE COORDINATES	
NORTHING	EASTING
A	739,233.09 1,900,238.75
B	740,233.13 1,899,267.73
C	740,238.07 1,898,459.59
D	740,931.29 1,898,488.22
E	740,928.80 1,898,533.51
F	740,930.24 1,898,631.35
G	740,876.14 1,898,668.41
H	740,899.48 1,898,713.28
I	740,847.52 1,898,744.01
J	740,798.31 1,898,754.62
K	740,826.81 1,898,857.37
L	740,849.91 1,898,908.49
M	740,864.70 1,899,040.52
N	740,896.96 1,899,839.49
O	740,911.28 1,899,143.74
P	740,916.63 1,899,199.48
Q	740,922.04 1,899,295.64
R	740,829.87 1,899,292.42
S	740,774.24 1,899,284.64
T	740,675.41 1,899,280.53
U	740,674.72 1,899,334.12
V	740,534.04 1,899,295.49
W	740,421.45 1,899,278.94
X	740,364.36 1,899,283.52

GRID FACTOR 0.99972



TABULATIONS	
ZONE	R-1-12-PPD
TOTAL AREA	99.46 ACRES
PLAT "C" AREA	12.34 ACRES
PARK AREA	33.02 ACRES
NET DEVELOPABLE AREA	90.16 ACRES
* OF LOTS (TOTAL)	298 LOTS
* OF LOTS (PLAT "C")	30 LOTS
OVERALL DENSITY	3.30 UNITS / ACRE

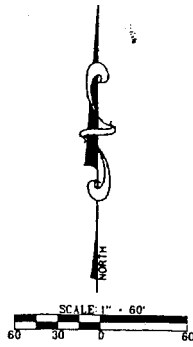
\* OVERALL DENSITY IS BASED ON TOTAL AREA MINUS WETLANDS

**LEI**  
 Consulting Engineers  
 and Surveyors, Inc.  
 1302 No. Main St.  
 Spanish Fork, UT 84608  
 801-796-0555 Fax 801-796-8331

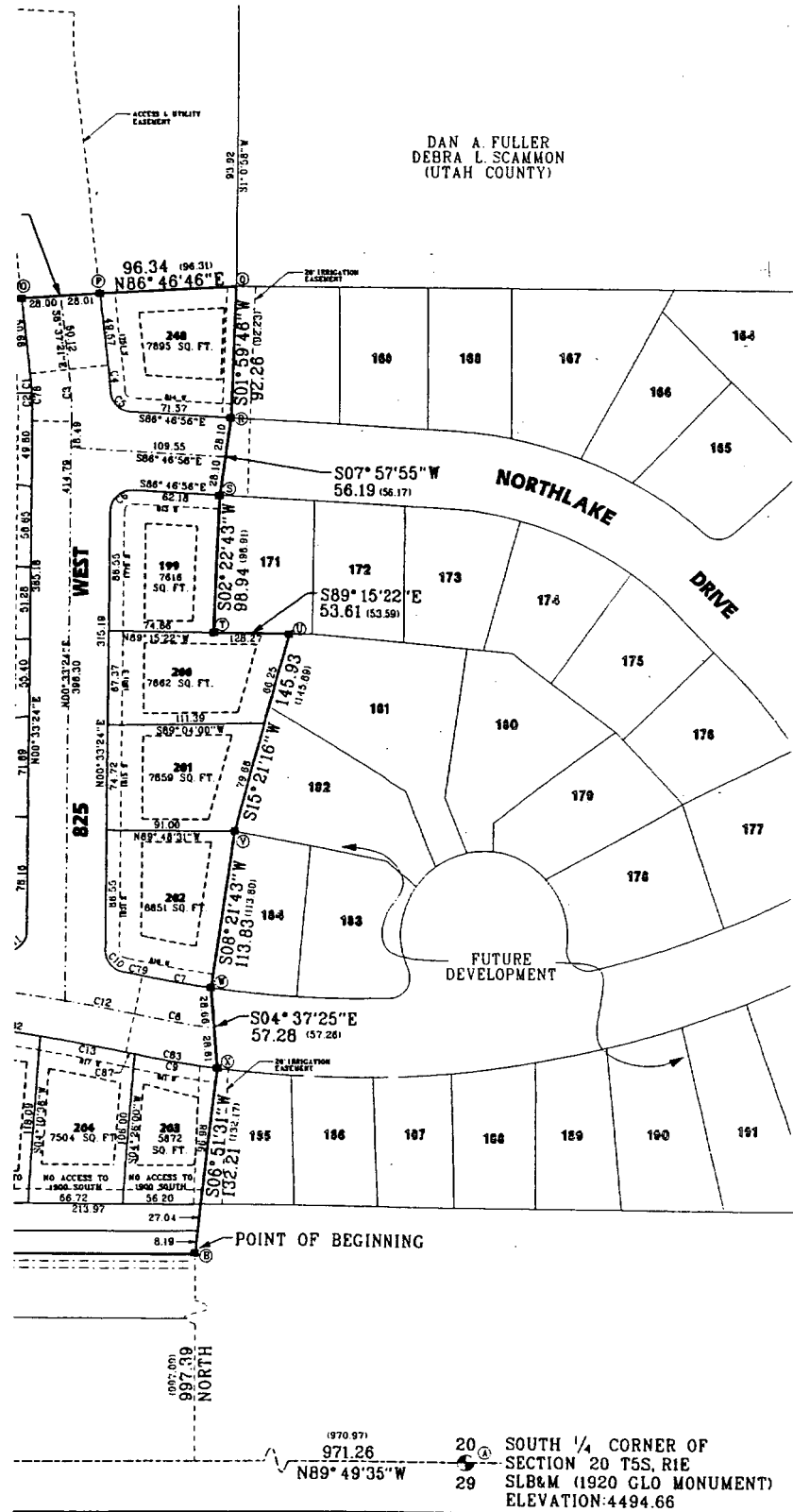
FENCING NOTES:

THE FOLLOWING FENCING TO BE INSTALLED BY DEVELOPER:  
 1. ALONG 1900 SOUTH INSTALL 6 SEMI-PRIVATE WHITE VINYL FENCE (SEE DETAIL 6 SHEET 10 OF THE CONSTRUCTION DRAWINGS).  
 2. ALONG THE WESTERN BOUNDARY INSTALL A 6' NO CLIMB FENCE WITH 1" SCH 40 OR EQUAL POSTS WITH A 1" SCH 40 OR EQUAL TOP RAIL WITH OWNERS APPROVAL REMOVE EXISTING 4" 3 STRAND BARBED WIRE FENCE WITH CEDAR T-POSTS.

ENT 43655:2003 PG 8 of 21



DAN A FULLER  
 DEBRA L SCAMMON  
 (UTAH COUNTY)



SURVEYOR'S CERTIFICATE

I, NATHAN H. PRICE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 354378 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

BEGINNING AT POINT LOCATED N89°49'35" W ALONG THE SECTION LINE 97.26 FEET AND NORTH 997.39 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 5 SOUTH RANGE 1 EAST, SALT LAKE BASE 3 MERIDIAN; THENCE

COURSE	DISTANCE	REMARKS
N89°39'00" W	808.41	
N00°42'50" E	693.46	
S87°49'00" E	65.35	
N89°09'30" E	97.86	
S33°07'24" E	66.16	
N62°00'00" E	49.69	
S30°37'00" E	60.37	
S12°10'00" E	50.35	
N74°30'00" E	106.63	
N65°40'44" E	56.12	
N83°36'31" E	132.90	
N01°49'24" W	32.28	
N82°10'26" E	105.26	
N64°31'32" E	56.01	
N86°46'46" E	96.34	
S01°59'16" W	92.25	
S07°57'55" W	56.19	
S02°22'43" W	98.94	
S89°15'22" E	53.61	
S15°21'16" W	145.93	
S08°21'43" W	113.83	
S04°37'25" E	57.28	
S06°51'31" W	132.21	

TO THE POINT OF BEGINNING  
 CONTAINING 12.34 ACRES

BASIS OF BEARING ALONG SECTION LINE AS SHOWN

DATE

SURVEYOR  
 (See Seal Below)

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERON 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. 20\_\_\_\_

Exhibit "A"

ACKNOWLEDGEMENT

STATE OF UTAH  
 COUNTY OF UTAH

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES \_\_\_\_\_

A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY ADDRESS \_\_\_\_\_

PRINTED FULL NAME OF NOTARY \_\_\_\_\_

ACCEPTANCE BY LEGISLATIVE BODY

THE COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND 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. 20\_\_\_\_

APPROVED BY MAYOR \_\_\_\_\_

APPROVED \_\_\_\_\_  
 ENGINEER  
 (See Seal Below)

ATTEST \_\_\_\_\_  
 CLERK-RECORDER  
 (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. 20\_\_\_\_ BY THE PLANNING COMMISSION

DIRECTOR-SECRETARY \_\_\_\_\_

CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

PLAT "G"  
 (SHEET 1 OF 2)

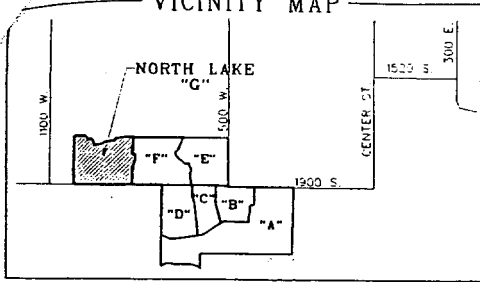
NORTH LAKE

(A PLANNED RESIDENTIAL DEVELOPMENT)

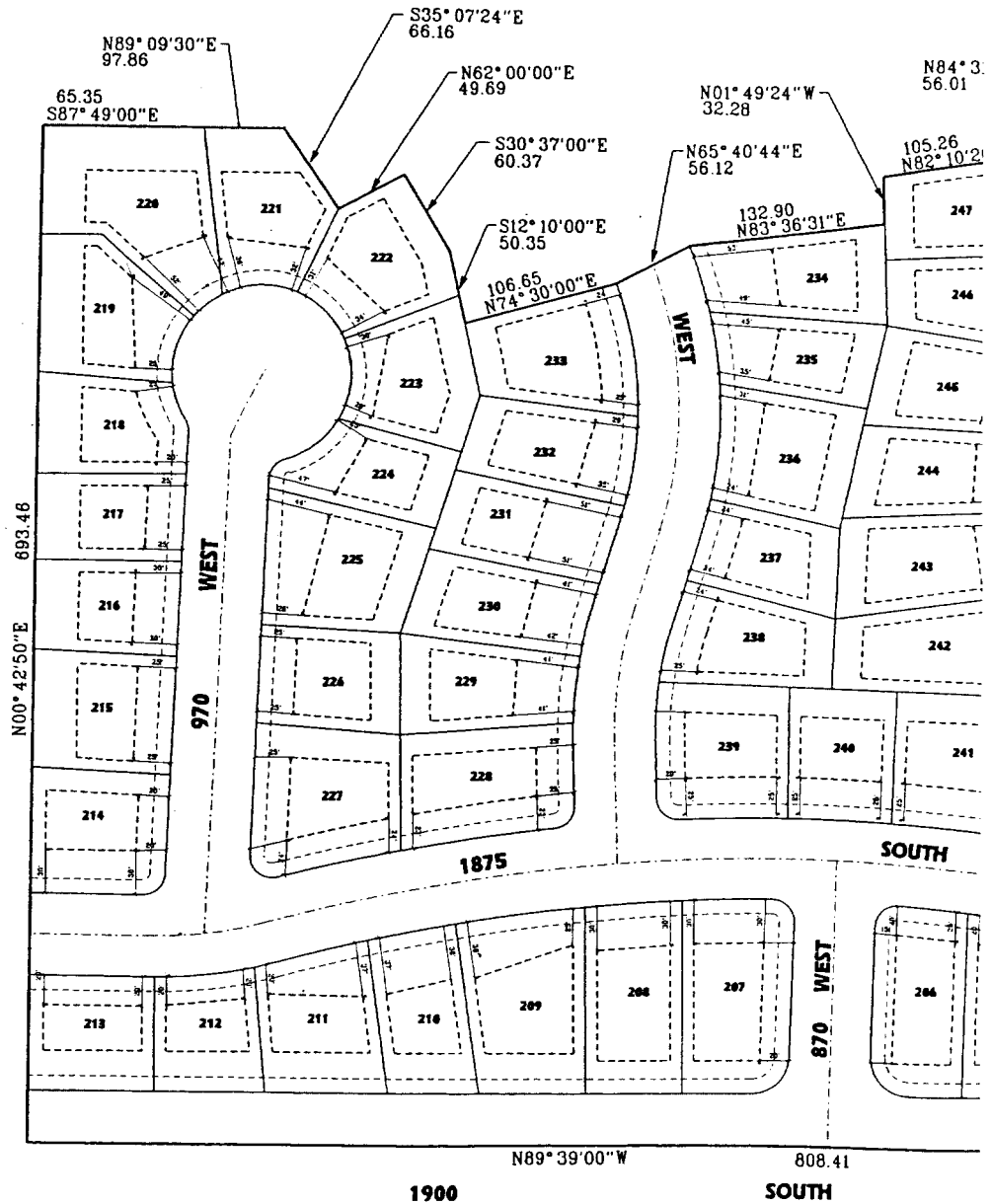
RECEIVED			
MAR 13 2003			
LEHI CITY			
SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL



VICINITY MAP



ENT 43655:2003 PG 9 of 21



FRONT SETBACK TABLE

NOTE:

1. SETBACKS FOR LOTS 219-225 ARE MEASURED PERPENDICULAR OR RADIIALLY FROM THE FRONT PROPERTY LINE. ALL OTHERS ARE MEASURED AS AN EXTENSION OF THE SIDE SETBACK LINE.
2. ALL SIDE YARD SETBACKS ARE 6' AND ALL REAR YARD SETBACKS ARE 15' EXCEPT LOTS ON THE PERIMETER OF THE SUBDIVISION WHICH HAVE 10' SIDE YARD SETBACKS AND 30' REAR YARD SETBACKS. THESE LOTS INCLUDE 204-222.

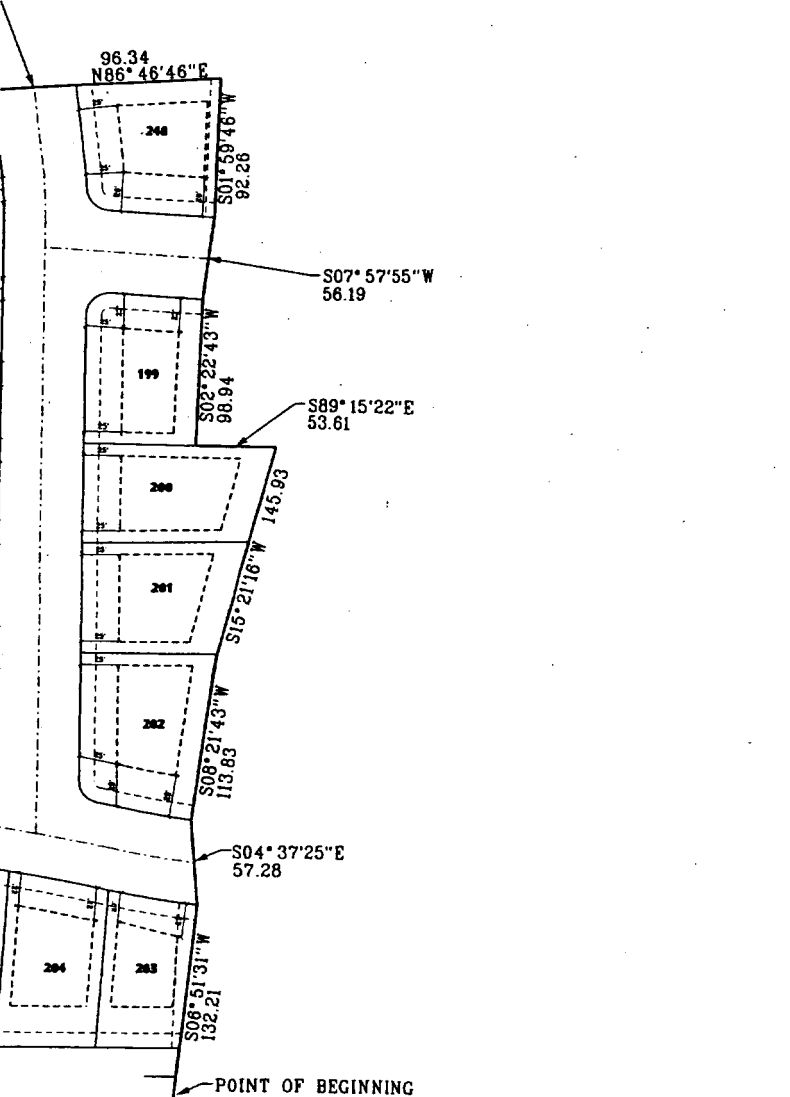
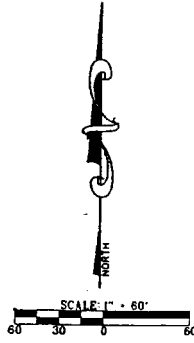


Consulting Engineers  
and Surveyors, Inc.  
3302 No. Main St.  
Spanish Fork, UT 84660

801-794-0555 Fax 801-798-3333



WCCO Lot 100501, 500 x 100



PLAT "G"  
(SHEET 2 OF 2)

# NORTH LAKE

SUBDIVISION

LEHI

UTAH COUNTY, UTAH

SCALE: 1" = 60 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	CLERK-RECORDER SEAL

(970 97) 20 SOUTH 1/4 CORNER OF  
971.26 SECTION 20 T5S, R1E  
N89°49'35"W 29 SLB&M (1920 GLO MONUMENT)  
ELEVATION: 4494.66

# Exhibit "B"

## COVENANTS, CONDITIONS AND RESTRICTIONS OF NORTH LAKE SUBDIVISION, LEHI, UTAH

PLAT "G"

ENT 43655:2003 PG 11 of 21

We, the undersigned, owners of the following described real property, to-wit:

Plat "G" of North Lake Subdivision do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the North Lake Subdivision Plat "G", shall be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land within the above mentioned plats 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 the said addition, this 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.

### A. AREA OF APPLICATION

The restrictions, covenants, and conditions as set forth below in their entirety shall apply to all property listed in the above described property.

### B. ARCHITECTURAL AND LANDSCAPE COMMITTEE

In order to accomplish the purposes of these covenants, conditions, and restrictions an architectural and landscape committee is hereby established to oversee and enforce the covenants, conditions and restrictions set forth herein.

1. **Committee Member Qualifications:** The Architectural and Landscape Committee shall consist of three members according to the following criteria:
  - a. The initial members of the Committee are to consist of two representatives appointed by the owners as shown in this document and a representative appointed by the Lehi Planning Commission.
  - b. With the exception of the initial members, all members of the Committee must be residents at the time of their appointment.
2. **Committee Member Term:** The maximum term for an Architectural and Landscape Committee member shall be 24 consecutive months, with the following exceptions:
  - a. The initial Committee members as previously defined will serve until such time as 25% of the lots of all plats of North Lake Subdivision have been approved for construction through the committee.
  - b. Should any member move his residence outside of the subdivision, the member shall be disqualified to serve and the committee shall declare a vacancy.
  - c. In the event of death or resignation of any member, the remaining members of the Committee shall have full authority to appoint another member to fill the vacancy.

### C. 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 (1) family dwelling. No modular homes are allowed on the lots.
2. **Dwelling Size:** Each finished dwelling must meet or exceed the following minimum living area sizes:
  - a. *Single story* homes, shall not be less than 1000 square feet within the outside perimeter of the main structure, excluding garages, porches, verandas, carports, patios, etc.
  - b. *Split-level* homes, shall not be less than 1200 square feet excluding garages, porches, verandas, carports, patios, etc. and shall include the following restrictions: (1) The main floor shall not be less than 850 square feet; (2) The main floor area is defined as any floor area above finished grade.
  - c. *Two-story* homes, shall not be less than 1450 total combined square footage, the same as allowed in other residential zones in Lehi City, excluding garages, porches, verandas, carports, patios, etc. and shall include the following restrictions: (1) An attached two car garage is required.
3. **Dwelling Height:** No dwelling shall exceed a height of 35' as measured from the finished grade adjacent to main floor living area to the highest roof ridge. Any deviation from this requirement must be approved in writing by the Architectural Committee and may also require a variance from Lehi City.
4. **Garages:** Each dwelling is to be provided with a two (2) car enclosed garage as a minimum. Garages may be attached or detached. Where possible, a side entry, detached or rear loading garages are encouraged to present a varied streetscape.
5. **Driveways:** No shared driveways shall be permitted.
6. **Roof Type:** The roof material shall be a minimum 20-year, architectural grade (subject to Architectural Committee approval for color and grade) or wood shingle or tile.
7. **Roof Pitch:** Rooflines shall be according to the following restrictions: (1) Single story homes shall have a minimum roof pitch of 6 in 12; (2) Split level and two-story homes shall have a minimum roof pitch of 5 in 12.
8. **Side Yard and Rear Yard Setbacks:** Side yard and rear yard setbacks shall conform to the rules as provided by the PRD approval for the subdivision.
9. **Exterior Building Materials:**
  - a. No structure shall be built with less than 70% masonry, brick, stucco or stone on all exterior elevations. The calculation for the required percentage shall not to include doors or windows.
  - b. Log Homes and log siding shall be prohibited.
  - c. Examples of material types and colors shall be submitted to the Architectural Committee for review and approval. Exterior material colors shall be selected as not to be distracting or unique.

d. Any deviation from these requirements must be approved by Lehi City.

9. **Exterior Building Elevations:** Dwelling elevations shall vary from lot to lot and no elevation configuration, exterior façade, or floor plan shall be duplicated on adjacent lots having common side lot lines, or lots on opposite sides of the road which have common frontage.

10. **Landscaping:**

- a. Each individual lot shall be completely landscaped by the title-holder within 1 year of the issuance of a certificate of occupancy, including automatic sprinkler systems.
- b. Each lot must be fully landscaped within five years of the recordation of a deed transferring title to the property regardless of whether any construction on the property has been commenced.
- c. In order to assure uniformity of street appearance, no trees are to be planted upon City property or property on the street side of any sidewalks without specific approval in writing of the Architectural Committee.

The following trees, because of their *desirable* characteristics, are recommended in the North Lake Subdivision;

**Popular or Common Name**

- Maple
- Ash
- Aspen
- Thornless Honey Locust
- All other trees as approved by the Architectural Review Committee

The following trees, because of their *undesirable* characteristics, are prohibited in the North Lake Subdivision.

**Popular or Common Name**

- Tree of Heaven
- American Plane Tree
- Lace Leaf Poplar
- Silver Leaf
- Bolleana Poplar
- Narrow-leaf Poplar
- Carolina Poplar
- Fremont's Poplar
- Lombardy Poplar
- Black Locus
- Siberian Elm

11. **Fencing:**

- a. Prior to construction, all fences must be approved by the Architectural Review Committee.
- b. No fence, wall, hedge or other dividing structure shall be permitted within the front yard setback. No fence, wall, hedge or other dividing structure on any other portion of the lot shall be over 6 feet in height.

- d. Chain link fencing shall not be allowed other than for dog runs. No dog runs shall be placed in the side or rear setback as designated by the final subdivision plat.
- e. Semi-private white vinyl fence will be installed along 1900 South and 500 West with the subdivision development. No additional adjacent fencing, replacement or alteration of this fence will be allowed. In addition, if any portion of the fence is damaged or in need of repair, it will be replaced with like kind.
11. **Mailboxes:** All mailboxes, whether single or dual use, will be of the type, color and model as specified by the Architectural Review Committee. Each home shall maintain their individual mailbox and be responsible for repair and replacement as necessary. All mailboxes shall located within the planter strip as directed by the United States Postal Service.
12. **Ingress/Egress:** No lot within the subdivision shall be used for the permanent purpose of ingress and/or egress to another property inside or outside of his subdivision.
13. **Building:** No building, structure, or fences of any kind shall be constructed until the house plan is approved by Lehi City and the Architectural Review Committee, at which time construction of the home shall begin.
14. **General:** Prior to construction, the lot owner shall be responsible for clearing weeds and debris.
15. **Vehicles, RV's, Trailers:** Lot owners shall not park vehicles of any kind on the street for overnight parking. Guests or relatives of the owners shall be allowed to park their vehicle on the street during their visit, but not to exceed one week at a time. No vehicle shall be parked on a vacant lot for storage at any time. Parking shall not be allowed in the front yard setback or a side yard setback that is adjacent to a street unless it is in a designated driveway. Boats, trailers, other recreational vehicles, large trucks, and commercial vehicles shall not be parked on the streets. Boats, trailers, other recreational vehicles, large trucks or commercial vehicles parked on any lot shall be screened from view with attractive and well maintained fence, or other sight obscuring structures approved by the Committee.
16. **Storage Tanks:** No tank for the storage of fuel is allowed within the development.
17. **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 setback lines as shown on the Final Subdivision Plat.
18. **Site Materials:** 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 shall 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.
19. **Easements:** Easement 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.
20. **Animals:** Keeping of animals, other than those ordinarily kept as family pets, shall be forbidden.

21. **Nuisances:** Any noxious or offensive activity shall not be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
22. **Signs:** 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 2x3 feet in size advertising a specific unit for sale or house for rent, or construction sign, may be displayed on the premises affected.
23. **Trash:** No trash, ashes nor any other refuse may be dumped or thrown on any lot hereinbefore described or any part of portion thereof. All homes must subscribe to city garbage service.
24. **Temporary Structures:** No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporarily or permanently.
25. **Relocated Building and Modular Homes:** No building which was formerly located in another site shall be moved on to a lot in this project. Also, modular homes are restricted from being placed on a lot in this project.
26. **Satellite Dishes:** No satellite dishes or antennas shall be placed in the front set back or areas visible from the roadway. Any roof-mounted antenna or equipment is to be placed behind the roof ridgeline so as not to be visible from the roadway.
27. **Swamp Coolers:** Any roof -mounted equipment shall to be placed behind the roof ridgeline so as not to be visible from the roadway.
28. **Ground Water Level:** This area has historically experienced high ground water levels and occasionally even surface flooding due to the rising of Utah Lake in wet years. Lehi City will not be responsible for damage resulting from high ground water or flooding.

#### **D. NEW BUILDING PROCEDURE**

1. **Building Design:** To maintain a degree of protection to the investment which homeowners in this area may make, homes of customary design are requisite. Designs shall be limited to those prepared by architects licensed to practice in the State of Utah or by designers of outstanding ability whose previous work may be reviewed as a part of the approval process.
2. **Preliminary Plans:** (To be filed for approval and accepted before final plans are begun.) Preliminary plans shall include as minimum the following:
  - a. Plot plan to scale of entire site with buildings located and elevation of floors shown above or below a designated point on the street.
  - b. Floor plans of each floor level to scale.
  - c. Elevations to scale of all sides of the house.
  - d. One major section through the house.
  - e. A perspective (optional).

Outline specifications shall give basic structure system and outline all materials and colors to be used on the exterior of the residence.

3. **Final Plans:** (To be filed for approval and accepted by the Architectural Committee before construction is begun.) Final Plans shall include as a minimum the following:

- a. Plot plans to scale showing the entire site, buildings, garages, walks, drives and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
- b. Detailed floor plans.
- c. Detailed elevations, indicating all materials and colors and showing existing and finished grades.
- d. Detailed sections, cross and longitudinal.
- e. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

Specifications shall give complete descriptions of materials to be used. Supplement these with a notation of the colors of all materials to be used on the exterior of the residence.

4. **Committee Procedure:** The members of the Committee in agreement that constitute a majority shall affix their signatures to any plans upon which the Committee has taken action, shall indicate the date of the action, and shall indicate the nature of the action(s). On occasions when a member of the Committee shall be in opposition, a majority of the three members shall govern.

- a. The Committee shall accept or reject:
  1. Preliminary Plans of proposed residences (as defined herein).
  2. Final Plans of proposed residences (as defined herein).
  3. Planning Problems or complaints by property owners.
- b. The Committee shall act within fourteen days on the preliminary plans, and place its action in writing to be held as a permanent record, with copies to the parties concerned.
- c. The final plans shall be delivered to the Committee, which shall accept or reject them within seven days and so notify the owner in writing.
- d. An owner whose plans are rejected shall meet with the Committee at the Committee's invitation where they shall be informed of the nature of the cause of the action so that steps can be taken toward obtaining approval of the plans.
- e. The Committee has the authority to judge buildings, materials, fences, painting, etc., on whatever basis available to it with the aim of preserving the best interests of the property owners represented. These shall include aesthetics, reasonable



protection of view, permanence of materials, etc. All decisions of the Committee shall be final.

- f. In the event said Committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications have been submitted to it, or in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will be deemed to have been complied with, provided the said structure shall conform to and be in harmony with existing structures in the tract and with the other provisions herein contained.
- g. An approval letter and signed building plans from the Architectural Review Committee will be required prior to Lehi City issuing a building permit.

#### **E. GENERAL PROVISIONS**

1. **Extent of Obligation:** 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, their successors and assigns as a general plan for the benefit of the subdivision.
2. **Amendment:** The said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners in the said tract and with the consent of Lehi City Council.
3. **Enforcement:** In the event of violation of any of these covenants, the Architectural, Landscape Committee or Lehi City is authorized and empowered to take such action as may be necessary to restrain or enjoin the violators of these covenants, it being understood and agreed by all of the signatories hereto that the cost, including attorney fees, of such enforcement shall be borne by property owners proportionately to the frontage each owns on any street in the subdivision.
4. **Variance:** The Architectural Committee shall not have the authority to override or allow any variance to the CC&R's. Any variance to the requirements of the CC&R's must be approved by Lehi City.
5. **Severability:** Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

WITNESS our hands this 3<sup>rd</sup> day of March, 2003.

M. Jane Carson, Mgr. \_\_\_\_\_

Jane & Cleodonna Investments, LC \_\_\_\_\_

STATE OF UTAH     )  
                                  : SS  
COUNTY OF UTAH    )

I, the undersigned notary public, do acknowledge that the above named people did certify to me that they signed the foregoing instrument.

Susan D Behunin  
NOTARY PUBLIC





TW200510355

Mail Tax Notice to:  
Grantee at address below

Exhibit "C"

ENT 43655:2003 PG 19 of 21

**WARRANTY DEED**

North Lake, LC, a Utah limited company, GRANTOR(S)  
of: \_\_\_\_\_

hereby CONVEYS AND WARRANTS TO

Lehi City, GRANTEE(S)  
of: ~~5451 West 10180 North, Highland, Utah 84003~~ <sup>Ut.</sup>  
99 West Main Street, Suite 100, Lehi ~~Utah~~ 84043

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah to-wit:

See attached exhibit for Legal Description.

Subject to all restrictions, easements, and rights-of-way of record and current property taxes.

26<sup>th</sup> In Witness whereof, the Grantor(s) has caused its name to be hereunto affixed on day of September, 2000.

North Lake, LC, a Utah limited company

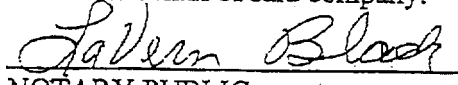
  
Fred Woods,

COUNTY OF UTAH )

: ss.

STATE OF UTAH )

On the 26<sup>th</sup> day of September, 2000, personally appeared before me Fred Woods, of North Lake, LC, a Utah limited company, the signor(s) of the within instrument who duly acknowledged before me that he executed the same for and on behalf of said company.

  
NOTARY PUBLIC



**COURTESY RECORDING**

This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representations as to the effect or validity of this document.

ORIGINAL NOT LEGIBLE

LEGAL DESCRIPTION  
**EXHIBIT A**

Parcel 1 ("Remainder" Wetland Parcel, Southeast Quarter, Section 20):

Beginning at a point located South 89°49'17" East 399.71 feet along the Section line from the South Quarter Corner of Section 20, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 00°29'16" West 102.90 feet; thence North 89°30'00" East 10.63 feet; thence South 86°31'00" East 135.30 feet; thence South 88°06'00" East 165.20 feet; thence South 87°16'00" East 155.30 feet; thence South 88°48'00" East 205.30 feet; thence North 89°49'00" East 405.65 feet; thence South 01°32'37" West 53.76 feet; thence South 00°23'43" West 28.50 feet; thence North 89°49'17" West along the Section line 1,074.30 feet to the point of beginning.

Parcel 2 (Park Parcel):

Beginning at the South Quarter Corner of Section 20, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 220.00 feet; thence North 08°37'00" West 17.70 feet; thence North 60°33'00" West 36.00 feet; thence North 78°09'00" West 74.30 feet; thence North 78°56'00" West 80.40 feet; thence South 88°46'00" West 229.00 feet thence North 73°07'00" West 85.00 feet; thence South 74°14'00" West 78.40 feet; thence South 61°21'00" West 57.12 feet; thence North 00°14'52" East 453.00 feet; thence South 65°30'40" East 142.70 feet; thence North 86°37'20" East 91.85 feet; thence North 82°47'40" East 425.14 feet; thence North 59°15'30" East 418.65 feet; thence South 64°56'00" East 30.80 feet; thence South 88°48'00" East 469.36 feet; thence North 80°09'30" East 224.35 feet; thence North 61°22'00" East 442.75 feet, the previous eight (8) courses along the South line of proposed North Lake Subdivision; thence South 01°07'02" West 304.74 feet; thence South 01°32'33" West 328.97 feet; thence South 89°49'00" West 405.65 feet; thence North 88°48'00" West 205.30 feet; thence North 87°16'00" West 155.30 feet; thence North 88°06'00" West 165.20 feet; thence North 86°31'00" West 135.30 feet; thence South 89°30'00" West 10.63 feet; thence South 00°29'16" East 102.90 feet; thence North 89°49'17" West along the Section line 399.71 feet to the point of beginning.

Parcel 3 ("Remainder" Wetland Parcel, Northwest Quarter Section 29):

Beginning at a point located South 220.00 feet from the North Quarter Corner of Section 29, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing: South 89°49'17" East along the Section line from the North Quarter Corner of Section 29 to the Northeast Corner of said Section); thence South 415.50 feet; thence North 72°01'02" West 71.00 feet; thence South 88°58'47" West 557.88 feet; thence North 00°30'22" East 426.56 feet; thence North 00°14'52" East 13.93 feet; thence North 61°21'00" East 57.12 feet; thence North 74°14'00" East 78.40 feet; thence South 73°07'00" East 85.00 feet; thence North 88°46'00" East 229.00 feet; thence South 78°56'00" East 80.40 feet; thence South 78°09'00" East 74.30 feet; thence South 60°33'00" East 36.00 feet; thence South 08°37'00" East 17.70 feet to the point of beginning.

QUIT CLAIM DEED

ORIGINAL NOT LEGIBLE

Lehi City, a Municipal Corporation, GRANTOR(S)  
of: \_\_\_\_\_

hereby QUIT-CLAIMS to

Lonesome Dove Land and Cattle L.C., GRANTEE(S)  
of 3601 N University Ave #100  
Provo UT 84604

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah to-wit:

("Remainder" Wetland Parcel Northwest Quarter Section 29):

Beginning at a point located South 220.00 feet from the North Quarter Corner of Section 29, Township 5 South, Range 1 East, Salt Lake Base and Meridian (Basis of bearing: South 89°49'17" East along the Section line from the North Quarter Corner of Section 29 to the Northeast Corner of said Section); thence South 415.50 feet; thence North 72°01'02" West 71.00 feet; thence South 88°58'47" West 557.88 feet; thence North 00°30'22" East 426.56 feet; thence North 00°14'52" East 13.93 feet; thence North 61°21'00" East 57.12 feet; thence North 74°14'00" East 78.40 feet; thence South 73°07'00" East 85.00 feet; thence North 88°46'00" East 229.00 feet; thence South 78°56'00" East 80.40 feet; thence South 78°09'00" East 74.30 feet; thence South 60°33'00" East 36.00 feet; thence South 08°37'00" East 17.70 feet to the point of beginning.

Subject to all restrictions, easements, and rights-of-way of record and current property taxes.

In Witness whereof, the Grantor(s) has caused its name to be hereunto affixed on 25 day of October, 2000

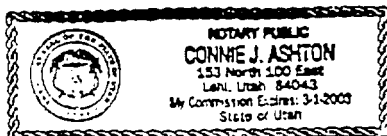
[Signature]  
By: Ken Greenwood, its Mayor

COUNTY OF UTAH )

: SS.

STATE OF UTAH )

On the 25<sup>th</sup> day of October, 2000, personally appeared before me Ken Greenwood Mayor, of Lehi City a Municipal Corporation, the signor(s) of the within instrument who duly acknowledged before me that executed the same for and on behalf of said company.



[Signature]  
NOTARY PUBLIC