

Mail To:  
Lehi City  
153 N. 100 E.  
Lehi, UT 84043

← M (2)

ENT 4518:2001 PG 1 of 16  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2001 Jan 18 1:04 pm FEE 0.00 BY SB  
RECORDED FOR LEHI CITY

**DEVELOPMENT AGREEMENT  
HILL CREEK SUBDIVISION, PLAT C  
A PLANNED RESIDENTIAL DESIGN PROJECT**

This Development Agreement is entered into as of this 3<sup>rd</sup> day of January,  
<sup>2001 MF</sup>  
~~2000~~, by and among the owners and developers of the Hill Creek Subdivision Plat C,  
(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 38 lot Planned Residential Design  
Project designated as Hill Creek Subdivision, Plat C, 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 Hill Creek Subdivision, Plat C, 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 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.

2. In satisfaction of Developer's park dedication requirement pursuant to the provisions of the PRD overlay zone, a copy of the recorded warranty deed conveying property to Lehi City is attached. Exhibit "C"

3. Plats "A" and "B" must be recorded prior to recording Plat "C".

4. The developer shall construct a four foot, three rail white vinyl fence along the west property line adjacent to 300 West. A six foot chain link fence will be constructed by

the developer where lots are adjacent to the city park (lots 38 through 43).

5. The developer will work with the park superintendent to retain as much natural vegetation as possible during construction of the project, including detention pond and trail system. If significant vegetation is removed, developer will provide a revegetation plan.

6. Developer will construct a ten foot asphalt trail through the City Park (plat B) property with exact location to be approved by the Lehi City Parks Committee and Park Superintendent.

7. 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.

8. 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, with varied front setbacks as shown on the subdivision plat.

9. On all lots backing on to 300 West Street, the developer will be responsible for re-vegetation by hydro-seeding with a seed mix recommended by Lehi City which does not require a sprinkling system. Additionally the developer will be responsible for the placement of a nylon erosion control mesh in conjunction with the hydro-seeding. The developer will also hydro-seed the park area and build improvements as shown on the construction drawings.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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: 1/03/01

Hill Creek Subdivision, Plat C

By: [Signature]

Its: Developer

**ACKNOWLEDGMENT**

STATE OF UTAH

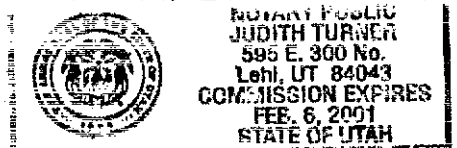
S.S.

COUNTY OF UTAH

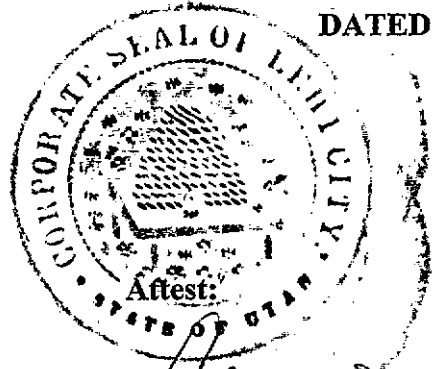
On the 3 day of January 2000, personally appeared before me the signer of the foregoing document who duly acknowledge to me that he/she/did execute the same.

My Commission Expires: Feb 6, 2001

[Signature]  
NOTARY PUBLIC



DATED: \_\_\_\_\_



Lehi City Corporation

By: [Signature]  
Kenneth J. Greenwood, Mayor

[Signature]  
Connie Ashton, City Recorder

# Exhibit "A"

## CURVE TABLE

LENGTH	RADIUS	CHORD	BEARING	DELTA	CURVE	LENGTH	RADIUS	CHORD	BEARING	DELTA
33.03	472.00	33.02	N137°21'31"W	400.32	C34	86.81	528.00	86.81	N09°15'28"E	172°53'
128.23	300.00	127.87	N07°28'48"W	124.37	C35	34.48	528.00	34.48	N15°38'38"E	344°31'
154.58	300.00	153.98	N08°31'22"E	174.23	C36	53.18	172.00	52.87	S08°31'27"W	174°23'
81.84	300.00	81.58	S08°31'22"E	174.23	C37	23.58	15.00	21.21	S45°00'00"W	87°02'00"
43.13	300.00	43.11	N07°21'44"E	436.31	C38	40.71	472.00	40.70	N07°21'44"E	436°31'
379.52	2200.00	379.05	N08°00'00"W	353.05	C39	38.81	2228.00	38.81	S03°27'15"W	047°33'
43.13	300.00	43.11	S07°21'44"E	436.31	C40	70.12	2228.00	70.11	S08°45'02"W	154°11'
1.81	300.00	1.81	N00°00'00"E	01.81	C41	80.03	2228.00	80.02	S08°45'02"W	203°29'
82.32	300.00	82.23	N05°38'49"W	376.00	C42	80.03	2228.00	80.00	N07°13'38"W	203°27'
50.88	300.00	50.85	S07°05'06"E	549.48	C43	80.10	2228.00	80.10	N07°12'04"W	203°36'
295.00	1450.00	294.57	N07°05'06"E	1129.38	C44	43.29	2228.00	43.29	N07°05'06"E	106°48'
50.88	300.00	50.85	N07°05'06"E	549.48	C45	40.71	472.00	40.70	S07°21'44"E	436°31'
86.86	328.00	86.88	N07°15'36"W	376.10	C46	24.98	15.00	22.18	N42°18'00"E	82°24'00"
22.37	15.00	20.36	S47°16'16"E	632.78	C47	32.44	467.00	32.44	N07°21'44"E	436°31'
48.03	472.00	48.01	N07°05'06"E	549.48	C48	37.63	533.00	37.64	N07°21'44"E	436°31'
15.86	1478.00	15.86	S05°28'48"W	037.07	C49	52.06	533.00	52.04	N02°32'04"W	338°48'
65.16	1478.00	65.15	S08°03'04"W	231.34	C50	23.56	15.00	21.21	N45°00'00"W	87°02'00"
65.03	1478.00	65.02	S08°24'30"W	231.34	C51	45.54	528.00	45.53	S07°21'44"E	436°31'
65.02	1478.00	65.01	N08°54'15"W	231.34	C52	18.40	2172.00	18.40	N05°18'02"E	028°07'
65.14	1478.00	65.13	N08°22'34"W	231.34	C53	70.14	2172.00	70.13	N08°28'06"E	151°01'
24.48	1478.00	24.48	N08°38'40"W	549.48	C54	70.03	2172.00	70.03	N08°19'02"E	150°51'
48.03	472.00	48.01	S07°05'06"E	549.48	C55	68.00	2172.00	68.00	S07°58'04"W	134°58'
24.02	15.00	22.88	N49°18'38"E	972.24	C56	70.04	2172.00	70.03	S08°19'02"E	150°51'
21.11	15.00	19.41	N49°41'26"W	803.71	C57	70.14	2172.00	70.14	S08°24'13"W	151°01'
50.26	528.00	50.24	S47°16'16"E	577.18	C58	15.85	2172.00	15.85	S08°18'06"E	028°14'
3.46	528.00	3.46	S04°21'28"E	022.32	C59	45.54	528.00	45.53	N07°21'44"E	436°31'
66.77	1422.00	66.76	N05°30'34"W	241.70	C60	23.56	15.00	21.21	S45°00'00"W	87°02'00"
70.04	1422.00	70.03	N08°18'16"W	249.18	C61	17.02	228.00	17.01	S02°08'12"W	416°34'
70.02	1422.00	70.01	S08°54'26"W	249.18	C62	53.48	228.00	53.38	S10°59'44"W	132°21'
70.17	1422.00	70.16	S08°04'58"W	249.38	C63	18.39	472.00	18.39	N16°38'56"E	213°57'
12.39	1422.00	12.38	S04°25'11"W	028.57	C64	78.43	472.00	78.38	N10°50'34"E	91°42'
53.73	528.00	53.70	N07°05'06"E	549.48	C65	70.10	472.00	70.04	N01°26'53"E	83°03'
22.37	15.00	20.36	S47°16'16"E	632.78	C66	75.63	472.00	75.55	N08°45'50"W	97°04'

## SURVEYOR'S CERTIFICATE

I, \_\_\_\_\_, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. \_\_\_\_\_ 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 PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN AND THAT THIS PLAN IS TRUE AND CORRECT.

DATE \_\_\_\_\_ SURVEYOR \_\_\_\_\_ (SEE SEAL BOARD)

## BOUNDARY DESCRIPTION

BEGINNING AT A POINT WHICH IS LOCATED S 89°47'10" W 439.64 FEET ALONG THE SECTION LINE AND NORTH 573.79 FEET FROM THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

RUNNING THENCE WEST 166.00 FEET; THENCE SOUTH 18.00 FEET; THENCE N 87°26'44" W 221.04 FEET; THENCE S 85°58'07" W 60.00 FEET; THENCE S 87°26'40" W 228.22 FEET; THENCE WEST 56.00 FEET; THENCE SOUTH 32.00 FEET; THENCE WEST 157.52 FEET; THENCE NORTH 510.00 FEET; THENCE EAST 181.26 FEET; THENCE ALONG THE ARC OF A 472.00 FOOT RADIUS CURVE 33.03 FEET (CURVE HAS A CENTRAL ANGLE OF 400°32' AND A CHORD BEARING N 13°29'31" W 33.02 FEET); THENCE N 80°34'30" E 280.37 FEET; THENCE S 88°54'15" E 203.32 FEET; THENCE S 9°22'49" E 55.94 FEET; THENCE EAST 166.89 FEET; THENCE S 9°22'49" E 289.85 FEET; THENCE SOUTH 154.23 FEET TO THE POINT OF BEGINNING.

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PARCEL CONTAINS: 9.79 ACRES  
BASIS OF BEARING: STATE PLANE

## OWNER'S DEDICATION

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

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

## ACKNOWLEDGMENT

STATE OF UTAH }  
COUNTY OF UTAH } S.S.

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 \_\_\_\_\_

NOTARY PUBLIC

## ACCEPTANCE BY LEGISLATIVE BODY

THE \_\_\_\_\_ CITY COUNCIL OF \_\_\_\_\_ LEHI CITY COUNTY OF UTAH, APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL STREETS AND EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_

DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_

BY \_\_\_\_\_

APPROVED \_\_\_\_\_  
CITY ENGINEER  
(SEE SEAL BOARD)

ATTEST \_\_\_\_\_  
CLERK-RECORDER  
(SEE SEAL BOARD)

## PLANNING COMMISSION APPROVAL

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_ BY THE \_\_\_\_\_ LEHI CITY \_\_\_\_\_ CITY PLANNING COMMISSION

DIRECTOR - SECRETARY

CHAIRMAN, PLANNING COMMISSION

PLAT C

## HILL CREEK P.R.D.

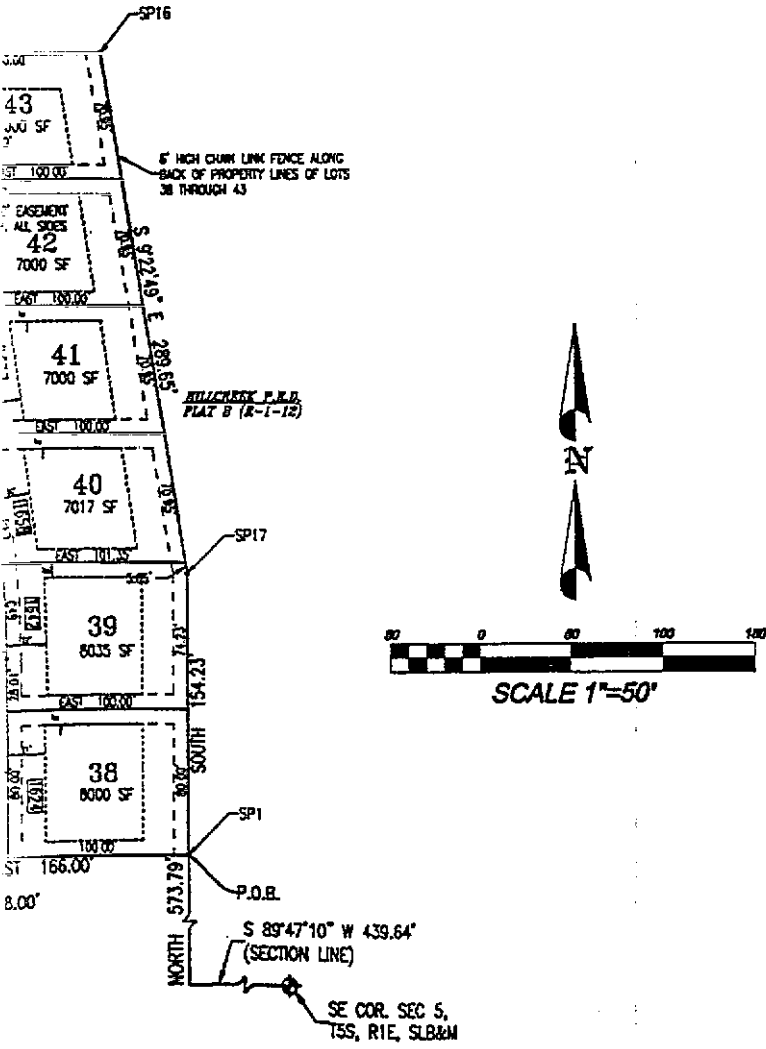
LOCATED IN THE SE 1/4 OF SECTION 5, T5S, R1E, S1B&M

SUBDIVISION \_\_\_\_\_ LEHI CITY, UTAH COUNTY, STATE OF UTAH

RECEIVED

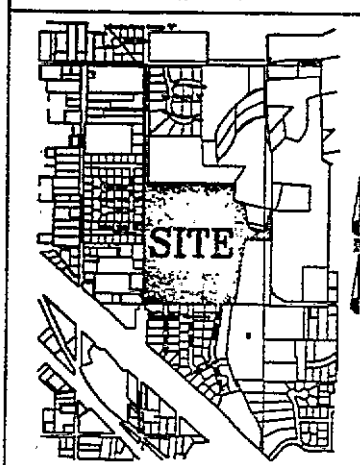
SURVEYOR'S SEAL \_\_\_\_\_ NOTARY PUBLIC SEAL \_\_\_\_\_ CITY ENGINEER SEAL \_\_\_\_\_ CLERK-RECORDER SEAL \_\_\_\_\_

AUG 28 2010  
LEHI CITY



**VICINITY SKETCH**

SCALE 1"=100'



**TABULATIONS**

ZONE R-1-12  
 TOTAL ACREAGE TO BE DEDICATED FOR PUBLIC STREETS 8.52 ACRES  
 LOT AREA 2.55 ACRES  
 NUMBER OF UNITS 6.97 ACRES  
 38 LOTS

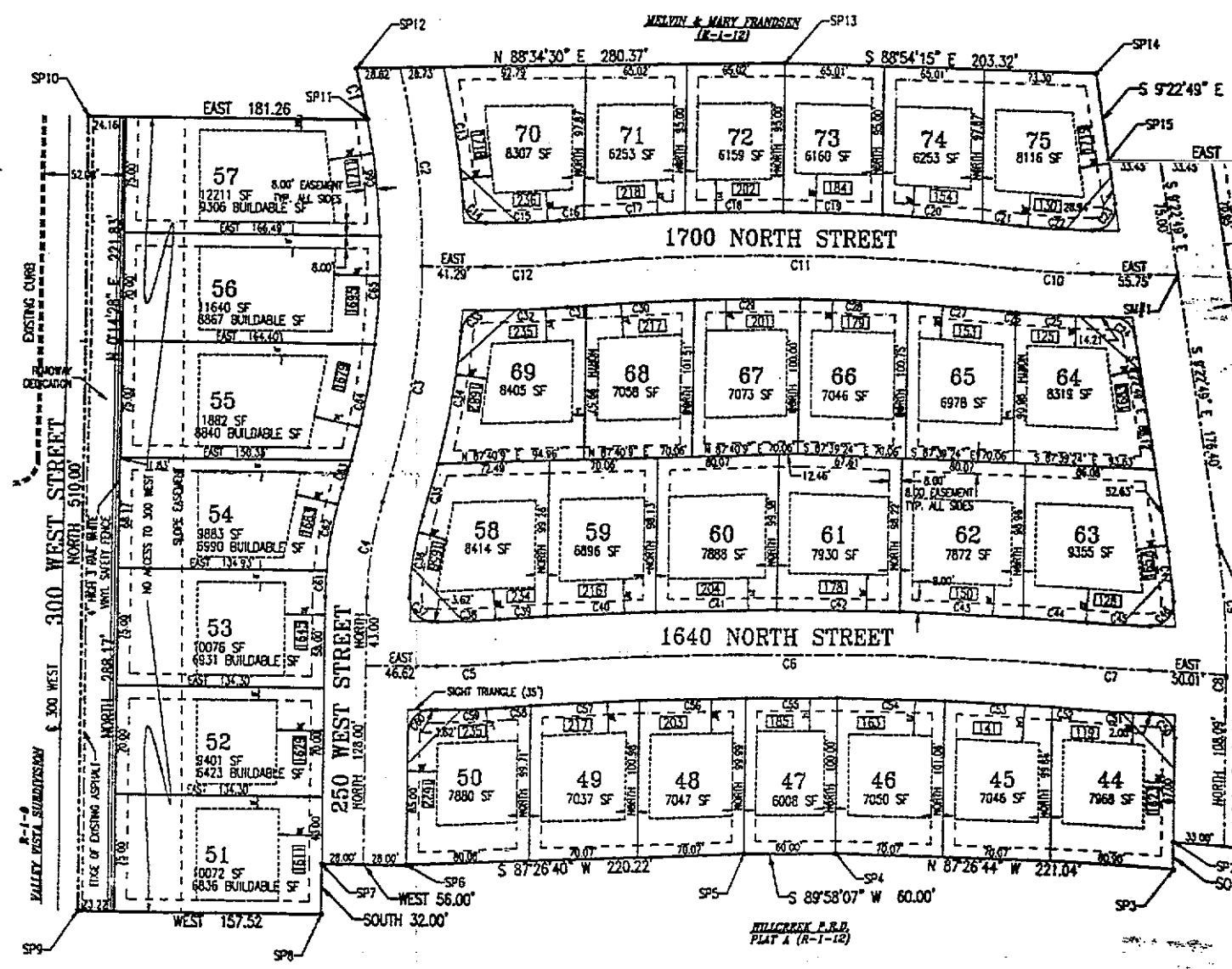
**GENERAL NOTES**

1. THIS AREA IS SUBJECT TO THE EVERYDAY SOUNDS, ODORS, AND ALL OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. HOMES TO BE NON-REPEATITIVE WITH NO TWO OF THE SAME HOME ELEVATIONS NEXT TO OR ACROSS THE STREET FROM EACH OTHER. EACH HOME WILL HAVE 70% MASONRY.
3. A LETTER OF MAP REVISION (LOMR) IS BEING APPLIED FOR FROM FEMA TO BETTER DEFINE THE FLOOD PLAIN BOUNDARIES AREA THROUGH THE DEVELOPMENT. THE FLOOD PLAIN BOUNDARY WILL BE RE-DEFINED TO CONFORM TO THE MODIFIED TOWNMAP AND TO MATCH REALITY. A DETAILED DRAINAGE PLAN FOR THE LOTS ON THE EAST SIDE OF 100 WEST, FOR THE FLOOD PLAIN AREA, AND FOR THE STORM DETENTION POND WILL BE PROVIDED BEFORE FINAL APPROVAL.
4. BRASS CAP MONUMENTS WILL BE PLACED AT ALL MAJOR CORNERS AROUND THE PERIMETER.

**STATE PLANE COORDINATES**

LABEL	NORTHING	EASTING
SP1	755,783,195	1,902,428,388
SP2	755,783,195	1,902,256,614
SP3	755,783,208	1,902,256,614
SP4	755,775,047	1,902,033,854
SP5	755,775,017	1,901,873,878
SP6	755,785,288	1,901,733,728
SP7	755,785,288	1,901,897,248
SP8	755,733,268	1,901,887,245
SP9	755,733,288	1,901,548,235
SP10	756,243,071	1,901,548,235
SP11	756,243,071	1,901,721,488
SP12	756,275,172	1,901,713,378
SP13	756,282,148	1,901,883,084
SP14	756,278,251	1,902,187,208
SP15	756,223,078	1,902,288,327
SP16	756,223,078	1,902,173,172
SP17	756,937,383	1,902,428,388
SM#1	756,148,076	1,902,256,614
SM#2	755,975,103	1,902,288,327

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**COVENANTS, CONDITIONS AND RESTRICTIONS**  
**HILLCREEK SUBDIVISION, PLAT C**  
**A PLANNED RESIDENTIAL DESIGN**

We the undersigned, owners in fee of the following described real property, to wit: Lots 38 through 75 inclusive, Hillcreek Subdivision Plat C, 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 on (1) 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. In any event no habitable building shall be located on any lot nearer than 20 feet to the front lot lines, nor nearer than 20 feet to any side street.  
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 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.
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.

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 1/2 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.

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. 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 an occupancy 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.

## 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 Hillcreek Subdivision, Plat C, 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 elevation of all homes may be a combination of stucco and masonry wainscot, or vinyl and masonry wainscot with the minimum masonry square footage equal to 70% of the area of the house. 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 the Hillcreek Subdivision, no two alike are allowed on adjoining lots. Adjoining lots shall be defined as lots which share common side yard property line. 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 street scape. The minimum side setback shall be eight feet with a minimum rear setback of 25 feet. Corner lots shall have a 20-foot side street setback.
6. **Garage Required**  
All homes are to have a minimum a two-car garage. Neither carports nor covered parking within the front setback will be permitted.
7. **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.
8. **Central Air conditioning Required**  
All homes are to have central air conditioning. Evaporative coolers will not be permitted.
9. **Porch Fencing**  
Those homes with front porches shall have trim/fencing in decorative, white vinyl that is uniform to the development. Wood trim/fencing on porches will not be permitted due to the required maintenance of such trim.

## II. Landscaping

Each home shall have two trees and five shrubs planted within the front setback within one year of home occupancy.

The trees shall be 1 1/2" 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

III. Fencing

Perimeter fencing along 300 West Street shall be as shown on the final plat: 4' high 3-rail white vinyl fence. Developers will provide fencing along back of lots 38-43 as shown on final plat.

Interior fencing shall be at the discretion of the individual property owner. If the city would like to narrow the choices that property owners may install to provide some uniformity throughout the development, that can be accomplished through the Design Guidelines.

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, and approval by Lehi city.

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. The city of Lehi at its discretion may also institute enforcement procedures.

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, Melvin V. Frandsen, has executed the instrument this 9 day of Jan 2000.

*Melvin V. Frandsen*

By: Melvin V. Frandsen

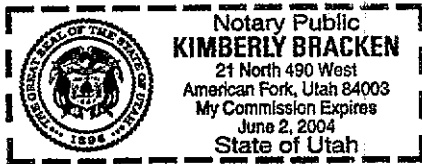
IN WITNESS WHEREOF, the undersigned Dennis E. Berrett, Vice President of Reliances Homes Inc., has executed the instrument this 17th day of January, 2001.

Reliance Homes Inc.

*Dennis E. Berrett*  
By: Dennis E. Berrett

STATE OF UTAH  
COUNTY OF UTAH

On the 9<sup>th</sup> day of Jan, 2000, personally appeared before me, Melvin V. Frandsen, who being by me duly sworn did say that he is the developer of the Hillcreek subdivision plat C, a Planned Residential Design.



*Kimberly Bracken*  
Notary Public

THE WITHIN COVENANTS HEREBY APPROVED BY:

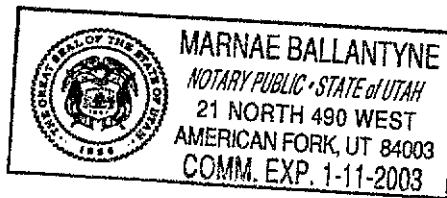
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State of Utah  
County of Utah

On the 17th day of January, 2001, personally appeared before me Dennis E. Berrett, Vice President of Reliance Homes Inc. 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 said Dennis E. Berrett acknowledged to me that said corporation executed the same.

  
Notary Public



ENT 77610-2000-10-16  
RANDALL A. GOVINGTON  
UTAH COUNTY RECORDER  
2000-Oct 02 2:45 PM FEE 0.60 BY SP  
RECORDED FOR LEHI CITY

Exhibit "C"



ENT 4518:2001 PG 15 of 16

Mail Tax Notice to Grantee at Address Below

### Warranty Deed

Melvin V. and Mary C. Frandsen Family LLC, a Utah Limited Liability Company, GRANTORS  
of:

hereby CONVEY and WARRANT to

Lehi City, GRANTEE(S)  
of:

for the sum of Ten Dollars and Other Good and Valuable Consideration, the following described tract of land in Utah County, State of Utah:

See Exhibit "A" attached hereto and by reference made a part hereof.

WITNESS the hand of said Grantors this July 26, 2000.

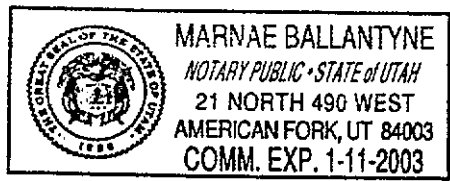
*Melvin V. Frandsen*  
Melvin V. Frandsen, Member

*Mary C. Frandsen*  
Mary C. Frandsen, Member

State of Utah )  
County of Utah ) ss.

On July 26, 2000 personally appeared before me Melvin V. Frandsen, Member and Mary C. Frandsen, Member, who being by me duly sworn by me each for himself, that they are the members of the Melvin V. and Mary C. Frandsen Family LLC, a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and duly acknowledged to me that said limited liability company executed the same.

*Marnae Ballantyne*  
Notary Public



## BOUNDARY DESCRIPTION-HILL CREEK P.R.D.

BEGINNING AT A POINT WHICH IS LOCATED S 89°47'10" W ALONG THE SECTION LINE 324.06 FROM THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 5 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN; THENCE

RUNNING S 89°47'10" W ALONG THE SECTION LINE 26.74 FEET; THENCE S 89°54'59" W 120.30 FEET; THENCE N 00°04'00" W 70.98 FEET; THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE LEFT 160.24 FEET (CURVE HAS A CENTRAL ANGLE OF 27°34'15" AND A CHORD BEARING N 13°51'07" W 158.70 FEET); THENCE ALONG THE ARC OF A 267.00 FOOT CURVE TO THE RIGHT 113.51 FEET (CURVE HAS A CENTRAL ANGLE OF 24°21'27" AND A CHORD BEARING N 15°27'32" W 112.65 FEET); THENCE EAST 99.56 FEET; THENCE NORTH 394.23 FEET; THENCE N 09°22'49" W 289.65 FEET; THENCE WEST 100.00 FEET; THENCE N 9°22'49" W 30.41 FEET; THENCE EAST 100.00 FEET; THENCE N 09°22'49" W 283.79 FEET; THENCE EAST 197.80 FEET; THENCE S 04°49'00" W 186.30 FEET; THENCE S 77°35'26" E 128.61 FEET; THENCE S 12°00'00" E 271.43 FEET; THENCE S 74°57'03" E 137.29 FEET; THENCE S 88°27'57" E 70.81 FEET; THENCE N 05°07'35" E 42.20 FEET; THENCE N 01°45'28" E 75.20 FEET; THENCE N 18°13'28" E 89.25 FEET; THENCE N 14°37'28" E 35.60 FEET; THENCE S 77°35'27" E 1.48 FEET; THENCE SOUTH 330.10 FEET; THENCE WEST 294.93 FEET; THENCE S 08°13'27" W 720.45 FEET TO THE POINT OF BEGINNING.

AREA CONTAINED 7.41 ACRES