

Lehi City Planning Dept
99 W Main Suite 100
Lehi, UT 84043

← M (3)

ENT 61280:2006 PG 1 of 35
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 May 18 8:55 am FEE 0.00 BY STL
RECORDED FOR LEHI CITY

**DEVELOPMENT AGREEMENT
CRANBERRY FARMS, PLAT C
A PLANNED UNIT DEVELOPMENT PROJECT**

This Development Agreement is entered into as of this 14 day of February, 2006, by and among the owners and developers of the Cranberry Farms Subdivision, Plat C, a Planned Unit Development, (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 37 lot residential Planned Unit Development Project designated as Cranberry Farms, Plat C, a copy of which 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 provide common area/open space for the preservation of natural areas, parks and related purposes and other recreational facilities 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 Unit Development Project of Cranberry Farms 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 Planned Unit Development 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. Developer agrees to comply with restrictive covenants and enforce the same so long as Developer has standing to do so. 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. Developer has provided the required open space for Cranberry Farms, Plat C. (See Exhibit "A") This open space is owned and maintained by the Home Owners' Association.

3. Developer shall provide open space landscaping for Cranberry Farms, Plat C as

per attached Exhibit "C". The Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

4. Developer understands and acknowledges that he will responsible for costs involved with the purchase and removal of UP&L lines and/or facilities as referenced in the Utah Power and Light document attached as Exhibit "D".

5. Developer agrees to comply with architectural design standards specified in Section 17.050 of the Lehi City Development Code attached as Exhibit "E". Typical approved elevations are attached as Exhibit "F".

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

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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: 02/14/06

Ivory Development, LLC

By: _____

By: Anty P. [Signature]

Its: _____

Its: President

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ACKNOWLEDGMENT

STATE OF UTAH

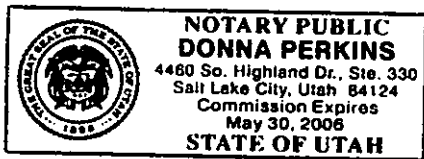
S.S.

COUNTY OF UTAH

On the 14 day of February 2006, personally appeared before me Christopher P. Gamvroulas, the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: 5/30/06

[Signature]
NOTARY PUBLIC



DATED: 2-14-06

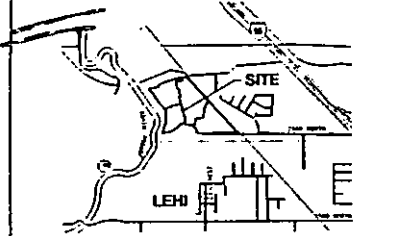
Lehi City Corporation

By: [Signature]
Howard Johnson, Mayor

Attest:

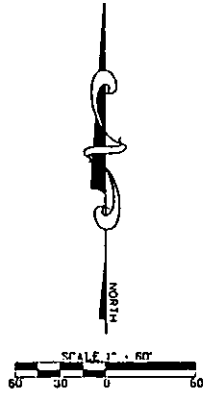
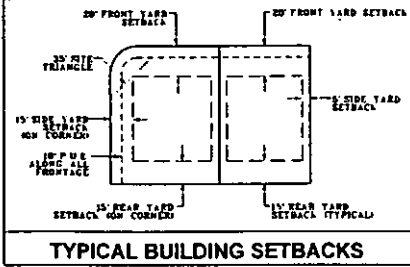
[Signature]

VICINITY MAP

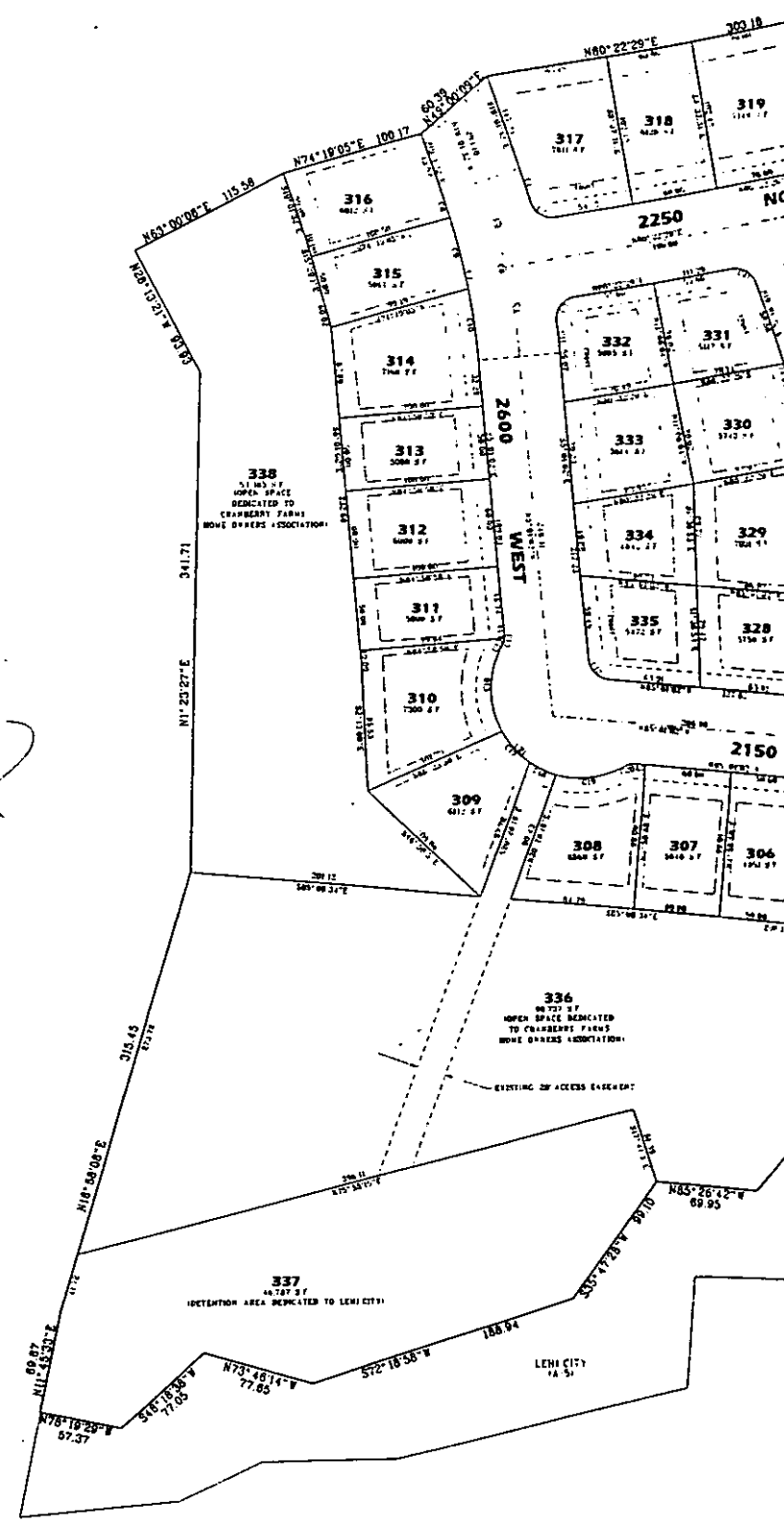


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FUTURE DEVELOPMENT IS 1-25



SECTION	BEARING	DISTANCE	BEARING	DISTANCE	BEARING	DISTANCE
1	N 62° 00' 00" E	115.58	N 74° 19' 05" E	108.17	N 80° 22' 28" E	303.18
2	N 74° 19' 05" E	108.17	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
3	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
4	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
5	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
6	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
7	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
8	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
9	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
10	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
11	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
12	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
13	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
14	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
15	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
16	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
17	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
19	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
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21	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
22	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
23	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
24	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
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30	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
31	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
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35	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
36	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
37	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
38	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
39	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
40	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
41	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18
42	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18	N 80° 22' 28" E	303.18



SPR TABLE

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TABLES

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97	0.15	0.15
98	0.15	0.15
99	0.15	0.15
100	0.	

SURVEYOR'S CERTIFICATE

I, CHAD A. POULSEN, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 50182 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 A POINT LOCATED N0°14'20"W ALONG THE SECTION LINE 272.32 FEET AND WEST 267.12 FEET FROM THE WEST 1/4 CORNER OF SECTION 6, T5S, R12E, S.L.B.M.; THENCE ALONG THE FOLLOWING COURSES & DISTANCES:

COURSE	DISTANCE	REMARKS
N70°31'00"W	108.32	
S40°37'43"E	224.60	
N85°26'42"W	69.95	
S35°47'20"W	99.10	
S72°18'30"W	108.04	
N73°46'11"W	77.63	
S48°18'38"W	77.05	
N78°10'20"W	37.37	
N11°42'33"E	60.87	
N10°58'00"E	315.43	
N1°23'27"E	341.71	
N20°12'21"W	93.93	
N63°00'00"E	115.58	
N74°19'05"E	100.17	
N49°00'09"E	60.39	
N86°25'29"E	303.18	
S3°27'01"E	102.13	
S7°10'45"W	57.42	
S19°01'31"E	372.71	
S22°52'18"W	52.11	
S78°20'49"E	100.26	
ALONG AN ARC	L-29.77	R-1200.00 A1°25'18" CH-S79°09'28"E 29.77
S10°07'53"W	99.92	TO THE POINT OF BEGINNING
CONTAINS 11.31 ACRES		

BASIS OF BEARING: ALONG SECTION LINE AS SHOWN

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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 HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____

ACKNOWLEDGEMENT

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 _____

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 "A"

Exhibit "A"
CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE PLANNING COMMISSION

DIRECTOR-SECRETARY _____

CHAIRMAN, PLANNING COMMISSION _____

PLAT "C"

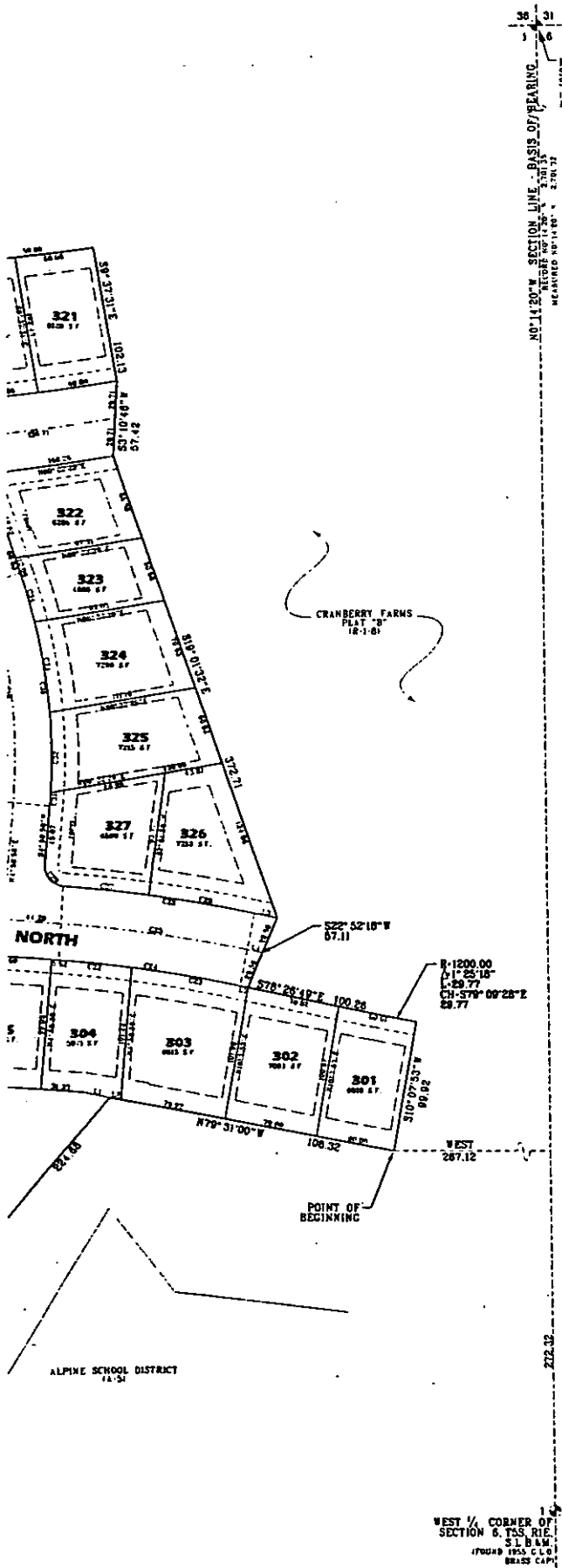
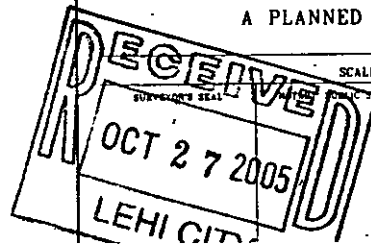
CRANBERRY FARMS

A PLANNED UNIT DEVELOPMENT
LEHI

UTAH COUNTY, UTAH

SCALE 1" = 60 FEET

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



WEST 1/4 CORNER OF SECTION 6, T5S, R12E, S.L.B.M. (FOUND 2000 UTAH COUNTY BRASS CAP)

NO. 14 20' W SECTION LINE - BASIS OF BEARING. (FOUND 2000 UTAH COUNTY BRASS CAP)

Exhibit "B"

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WHEN RECORDED RETURN TO:
IVORY DEVELOPMENT
978 E. Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7440

SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS C An Expandable Planned Unit Development

This SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS C, P.U.D. is made and executed by IVORY DEVELOPMENT LLC., a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Declaration of Protective Covenants for CRANBERRY FARMS. was recorded in the office of the County Recorder of Utah County, Utah on the 11th of April, 2004 as Entry No. 12532;2004 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

Whereas, the related Plat Map(s) for Phase A of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, the FIRST SUPPLEMENT TO THE Declaration of Protective Covenants for CRANBERRY FARMS. was recorded in the office of the County Recorder of Utah County, Utah on the 16th of May, 2005 as Entry No. 52148;2005 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

Whereas, the related Plat Map(s) for Phase B of the Project has also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article 3 of the Declaration of Covenants, Declarant reserved an option to unilaterally expand the subdivision in accordance with the Declaration.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibit "A-1" attached hereto and incorporated herein by this reference (the "PHASE C PROPERTY").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to expand the application of the Declaration to other real property.

Whereas, Declarant desires to expand the subdivision by creating on the PHASE C Property additional Lots.

Whereas, Declarant now intends that the PHASE C Property shall become subject to the Declaration.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this **SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS PHASE C**.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. **SECOND Supplemental Declaration** shall mean and refer to this **SECOND SUPPLEMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR CRANBERRY FARMS PHASE C**.

B. **PHASE C Map** shall mean and refer to the Plat Map of PHASE C of the Project, prepared and certified to by Chad A. Poulsen, a duly registered Utah Land Surveyor holding Certificate No. 501182, and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of this Second Supplemental Declaration.

C. **Subdivision** shall mean and refer to **CRANBERRY FARMS PHASE A, B, and C**.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The real property described in Exhibit A-1 is hereby submitted to the provisions of the Declaration and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration as it may be supplemented or amended from time to time.

3. **Annexation.** Declarant hereby declares that the PHASE C Property shall be annexed to and become subject to the Declaration, which, upon recordation of this Second Supplemental Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-2 subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the PHASE C Map, thirty five (35) new building Lots, Numbers 301-335, and two (2) non buildable lots, Numbers 336-337 are or will be constructed and/or created in the Project on the PHASE C Property. Upon the recordation of the PHASE C Map and this Second Supplemental Declaration, the total number of Lots in the

**EXHIBIT "A-1"
LEGAL DESCRIPTION**

The Property referred to in the foregoing document is located in Utah County, Utah and is described more particularly as follows:

**LEGAL DESCRIPTION
PREPARED
FOR IVORY HOMES
(CRANBERRY FARMS SUBDIVISION)
(January 10, 2006)**

PROPOSED CRANBERRY FARMS PLAT "C"

A portion of the NE1/4 of Section 1, Township 5 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southwest Corner of Lot 224, Plat "B" CRANBERRY FARMS SUBDIVISION according to Official Plat thereof, said point also being located N0°14'20"W along the Section line 272.33 feet and West 267.13 feet from the West 1/4 Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base & Meridian; thence N79°31'00"W 218.40 feet; thence S40°37'23"W 224.68 feet; thence N85°26'42"W 69.95 feet; thence S35°47'28"W 99.10 feet; thence S72°18'58"W 188.94 feet; thence N73°46'14"W 77.65 feet; thence S48°18'38"W 77.05 feet; thence N78°19'29"W 57.37 feet; thence N11°45'33"E 69.87 feet; thence N16°58'08"E 315.78 feet; thence N1°23'27"E 341.71 feet; thence N28°13'21"W 93.92 feet; thence N63°00'08"E 115.59 feet; thence N74°19'05"E 100.17 feet; thence N49°00'19"E 60.39 feet; thence N80°22'29"E 323.18 feet; thence S9°37'31"E 102.13 feet; thence S3°10'46"W 57.43 feet; thence S19°01'32"E 372.71 feet; thence S22°52'18"W 57.11 feet; thence S78°26'49"E 100.26 feet; thence along the arc of a 1,200.00 foot radius curve to the left 29.77 feet through a central angle of 1°25'18" (chord: S79°09'28"E 29.77 feet); thence S10°07'53"W 99.92 feet to the point of beginning

REVISED EXHIBIT "B-1"
PERCENTAGE OF OWNERSHIP INTEREST

<u>Phase</u>	<u>Lot No.</u>	<u>Percentage Of Ownership Interest</u>
1	101	0.57471%
1	102	0.57471%
1	103	0.57471%
1	104	0.57471%
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3	335	0.57471%

Exhibit "D"

UTAH POWER
 American Fork New Connects
 72 North 200 East
 American Fork, Utah 84003

ENT 61280:2006 PG 22 of 34

August 18, 2004

To City Planning & Zoning:

Cranberry Farms

This letter is to advise you that Utah Power has reviewed the plans for ↑ project located at ↓ and find the following:

2200 West 2150 N. Lohi (Approx.)

	No further action is required
--	-------------------------------

The following indicated items need further action:

✓	Removal/Purchase
	Relocation Needed
	Right of Way Easements
	Clearance Issues
	Forward to Utah Power Transmission Department
	Forward to Utah Power Right of Way Department

To arrange an appointment with an estimator at Utah Power, call the "Builder's Hotline" at 1-800-469-3981.

Acknowledgment of Review:

Cheng Beauchaine
 Utah Power Representative

10.11.04
 Date

[Signature]
 Customer Representative

13 Oct. 04
 Date

RECEIVED
 OCT 21 2004
 LEHI CITY

ual lot sizes may be reduced below the requirements of the district in which the development is located. The remaining land not within individual lots shall be set aside for parks, playgrounds, open space or other open areas.

G. Required Open Space. For all Planned Unit Developments not less than ten percent (10%) of the gross area of the project site shall be set aside for the use of the occupants for parks, playgrounds, open space or other open areas. All areas required for vehicular access, parking areas, and land which is otherwise required to comply with the minimum yard requirements around buildings, shall not be included in computing the area required for parks, playgrounds or other open space areas.

H. Location of Open Space. The location of open space conserved through a Planned Unit Development shall be consistent with the policies contained in the General Plan Parks, Open Space and Recreational Facilities Element. Required open space areas shall be contiguous, not a collection of remnants, and the majority of residential lots or units within the PUD should abut the open space. Yard areas within lots shall not be counted toward meeting the minimum open space requirement. Detention and/or retention basins shall not be counted toward meeting the minimum open space requirement. Open space design and location issues are to be kept separate and independent of drainage issues.

I. Open Space Adjacent to Arterial Roads. In such instances where a Planned Unit Development is required for projects adjacent to a master planned arterial road, the area between the property line/ROW line and the required decorative fence shall be enlarged and landscaped as part of the required open space. The enlarged parkway area will be counted towards meeting the minimum open space requirement and shall include decorative fencing, street tree plantings and other applicable improvements required in the Lehi City Design Standards and Public Improvement Specifications Manual. The landscaped area may also include shrubs, rocks, flowerbeds and ground cover. Maintenance of the landscaped parkway shall be insured by the developer/owner by means of a property management agency or by establishing a private association or corporation responsible for such maintenance, which shall levy the cost thereof as an assessment on the property owners within the Planned Unit Development.

J. Utilities. All buildings shall be served by public sewer and water systems and shall conform to the requirements of the Lehi City Design Standards and Public Improvement Specifications.

K. Compatibility. Wherever the Planned Unit Development site is adjacent to or contiguous with to a lower density residential or agricultural district, then for that portion of the Planned Unit Development site adjacent to or contiguous with the lower density residential or agricultural district, all yard and setback requirements of the adjacent or contiguous zoning district shall apply.

L. Landscaping. All areas not covered by buildings, or by off-street car parking areas or driveways, shall be planted in lawn, trees and shrubs, or otherwise landscaped and maintained in accordance with an approved landscape plan. All required front yard and side yard areas which are adjacent to a public street shall not be used for automobile parking areas, except for permitted driveways, but shall be landscaped and maintained with lawns, trees and shrubs, or other landscape materials.

M. Design Standards and Conditions. Design standards and conditions of development approval in addition to those required by the underlying zoning district may be required as conditions of approval, by the Development Review Committee, Planning Commission and City Council when deemed necessary to insure that a Planned Unit Development will be compatible with adjoining or nearby uses.

★ Section 17.050. Architectural Standards.
(New 8/12/03)

A. Purpose. These architectural standards and criteria are intended to provide high quality neighborhoods that are aesthetically attractive and desirable places to live. The standards require variations in neighborhood appearance, a sense of individuality for each home, and street scenes that function well and have visual interest. In making neighborhoods a more attractive and desirable place to live, the City hopes to increase neighborhood longevity, create a greater sense of community pride, and provide a high quality of life for Lehi's citizens.

B. Product Mix. Each PUD project shall provide a variety of home styles to insure a diverse and interesting street scene. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed. In order to ensure that the neighborhood is non repetitive, the same home elevation or homes with the same color scheme shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another.

C. Corner Lots. Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wrap-around

architecture to provide visual interest on both the front and corner side yard of the home, and the ability to turn the garage for side entry. An example would be continuing a full-wrap of material accent onto the side façade, adding a wraparound porch, or facing the home on a diagonal towards the intersection.

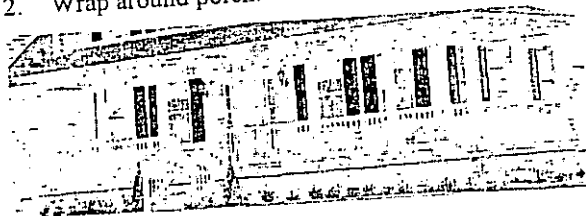
D. Garages. The home and front yard rather than the garage shall be the primary emphasis of the front elevation. The City encourages house plans where the garage does not extend forward of the main architecture of the home, and also encourages the use of side load/swing-in type garages.

E. Architectural Features. The following architectural features are required for each home within a PUD based on the type of exterior materials used. Houses using siding (vinyl, aluminum, or other) as the exterior material must incorporate at least 12 of the following architectural features in their design; houses with a combination of siding and hard surface (ie. brick wainscoat or hard surface front with siding on side and rear) must incorporate at least 10 of the following architectural features in their design; houses using all hard surface for exterior materials (brick, stucco, stone) must incorporate at least 8 of the following architectural features in their design. The architectural features selected must be appropriate to the architectural style of the home. Prior to issuance of a building permit within an approved PUD, the Chief Building Official shall verify that these architectural standards have been satisfied. The Chief Building Official may request input from the DRC, Planning Commission, and City Council as deemed necessary.

- 1. Front Porch (must be at least 4' wide and 4' long – landings and stoops do not count).



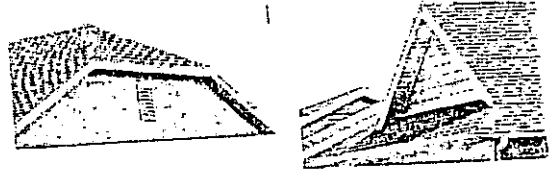
- 2. Wrap around porch.



- 3. Decorative gables, curved gables and dormers with 2' x 6' Facia that break up otherwise long, uninterrupted rooflines.



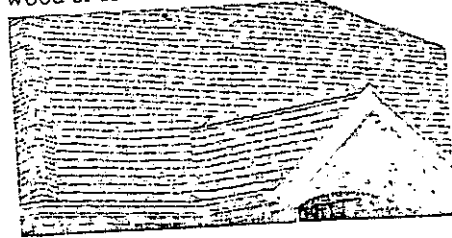
- 4. Hip roof or dutch hip roof with 2' x 6' Facia.



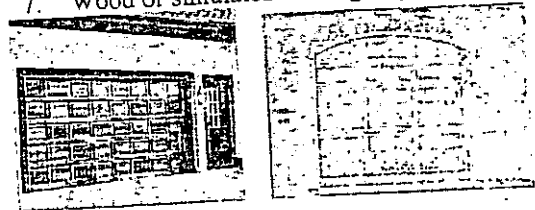
- 5. 8/12 roof pitch or greater with 2' x 6' Facia.



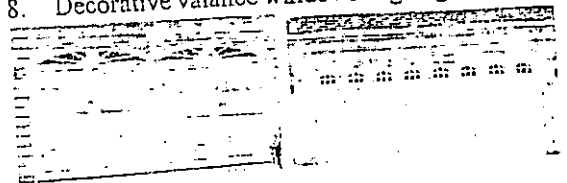
- 6. Architectural grade asphalt shingles and wood or simulated wood shake shingles.



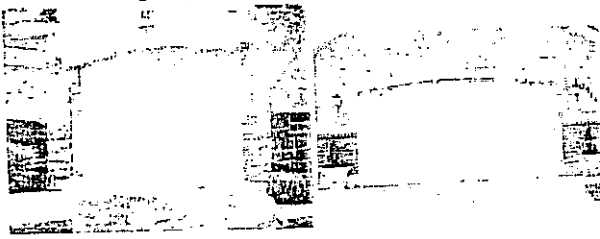
- 7. Wood or simulated wood garage door.



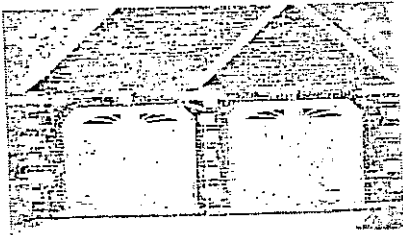
- 8. Decorative valance windows in garage door.



9. Arched garage door entry.



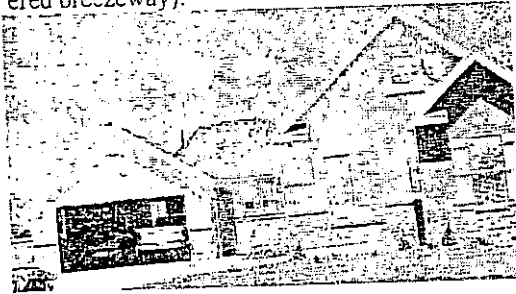
10. One large garage door split into two single doors.



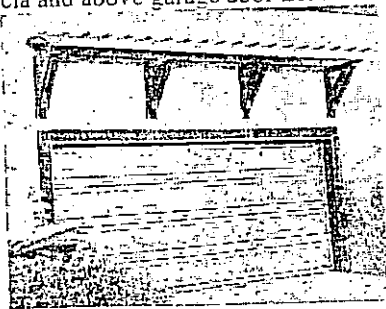
11. Side entry garage with windows in the exterior garage wall that faces the front yard.



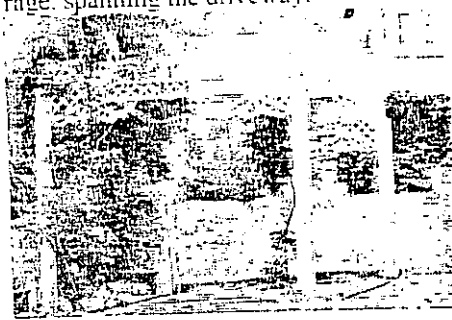
12. Full recess garages (with or without a covered breezeway).



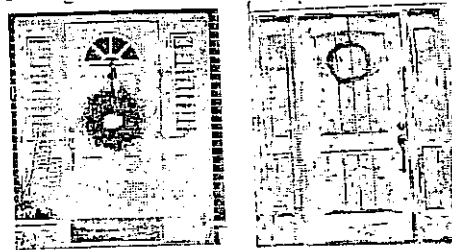
13. Attached trellis beneath the garage roof fascia and above garage door header trims.



14. Overhead detached trellis forward of the garage, spanning the driveway.



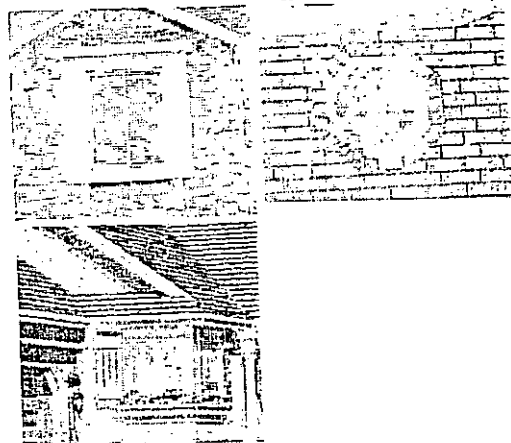
15. Decorative front door including wood or simulated wood doors and doors with etched or stain glass windows.



16. Bay or bow window.



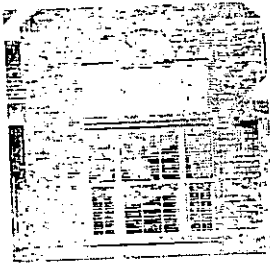
17. Oval, octagon or other feature window.



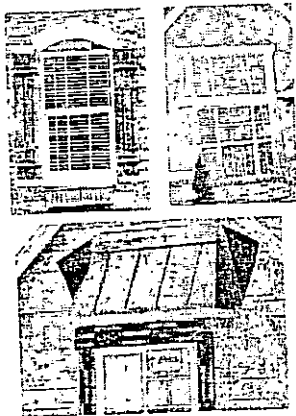
18. Arched window.



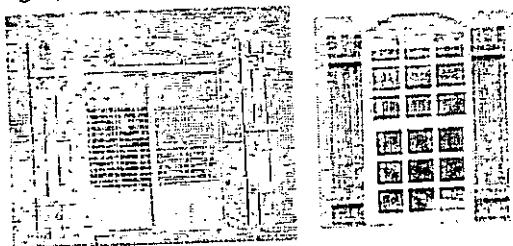
19. Oversized window(s) (larger than minimum building code requirement).



20. Decorative Window trim.



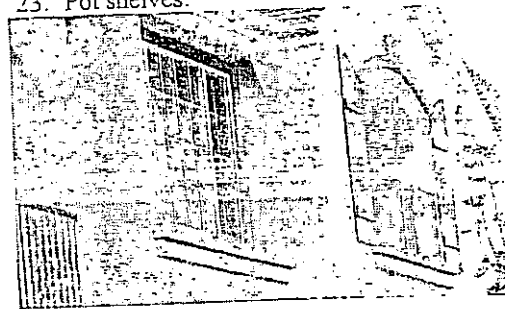
21. Decorative shutters and window mullions for all street facing windows (styles other than standard vinyl rectangular shutters are encouraged).



22. Decorative window planter boxes.



23. Pot shelves.



24. Balconies (covered or open).



25. Decorative railings or porch columns.



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26. Quoins corners, mullions, or similar decorative trim.



27. Cantilevers "Pop Outs" and setbacks to different parts of the home that break up otherwise long uninterrupted wall planes.



28. Decorative chimney or chimney accents and details



city may require the creation of a corporation or homeowners association granting beneficial rights to the open space to all owners or occupants of land within the Planned Unit Development.

C. The developer/owner will be required to develop and maintain all park, playground and other open space areas, unless part of, or all of these areas are contiguous to and made part of an existing City maintained park.

D. In the case of private reservations, all park and open space areas shall be protected against any future building development by conveying to the City as part of the condition for project approval, an open space easement over such open areas, restricting the area against any future building or use, except as is consistent with that of providing landscaped open space for the aesthetic and recreational satisfaction of the residents. Building or uses for noncommercial, recreational or cultural purposes, compatible with the open space objectives, may be permitted only with the express approval of the City, and the receipt of all necessary approvals, licenses and permits.

E. The maintenance of all private park and open space areas shall be insured by the developer/owner by establishing a private homeowners association, property management agency or corporation responsible for such maintenance which shall levy the cost thereof as an assessment on the property owners within the Planned Unit Development. Ownership and tax liability of private park and open space reservations shall be established in a manner acceptable to the City and made a part of the conditions of the Planned Unit Development approval.

Section 17.070. Amendments to an Approved Planned Unit Development.

Amendments to an approved Planned Unit Development may be permitted by following the procedures required for the original approval and upon the filing of a petition with the City by at least two-thirds (2/3rds) or more of the property owners within the Planned Unit Development area.

Section 17.060. Guarantees. (Amended 2/27/01)

A. Adequate guarantees, acceptable to the City, must be provided for the permanent preservation and maintenance of park, playground, and other open space areas.

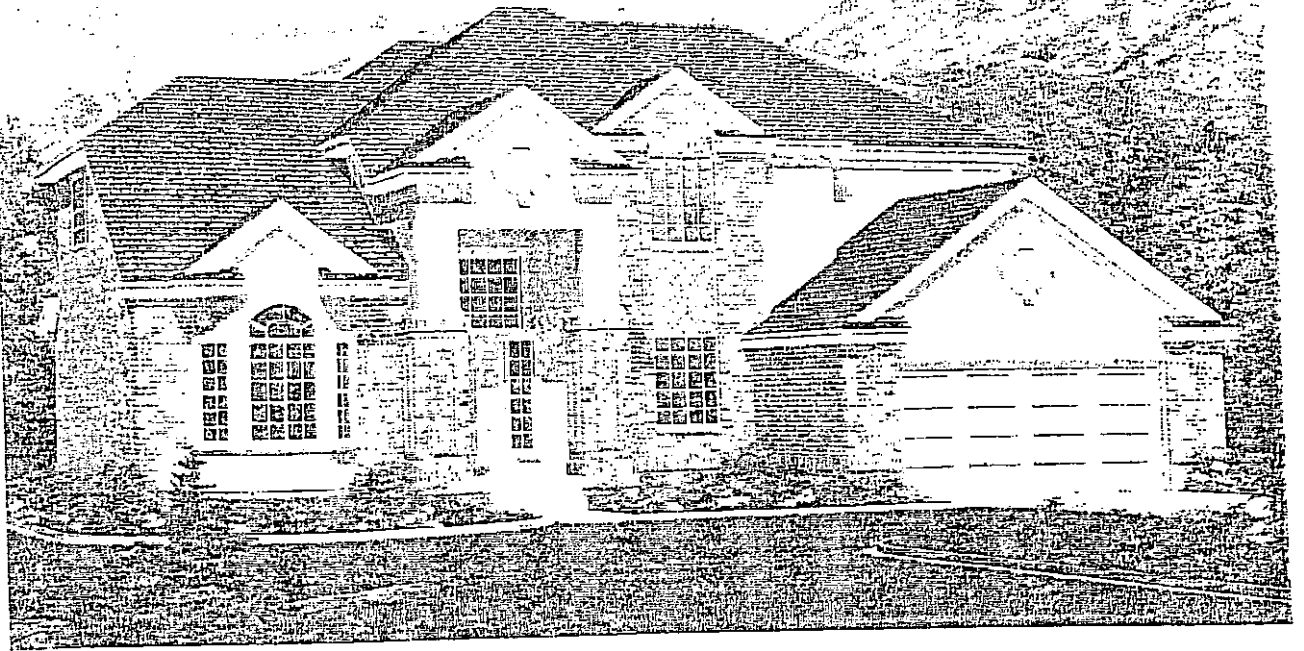
B. The city may require the developer/owner to furnish and record protective covenants, which will guarantee the preservation and maintenance of all park, playground and other open space areas or the

Exhibit "F"

(7 pages)

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HUNTINGTON ALTERNATE



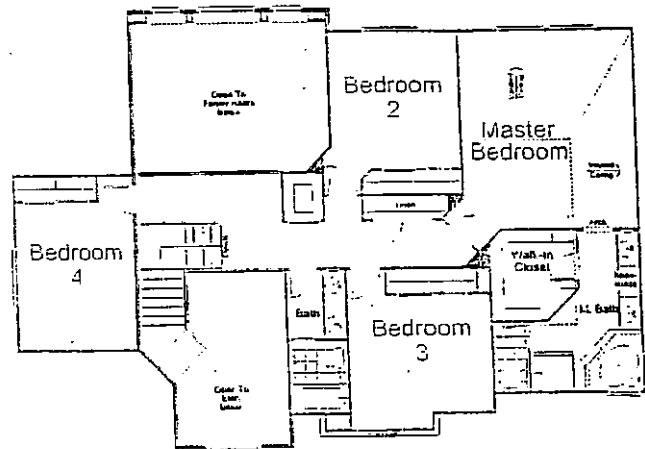
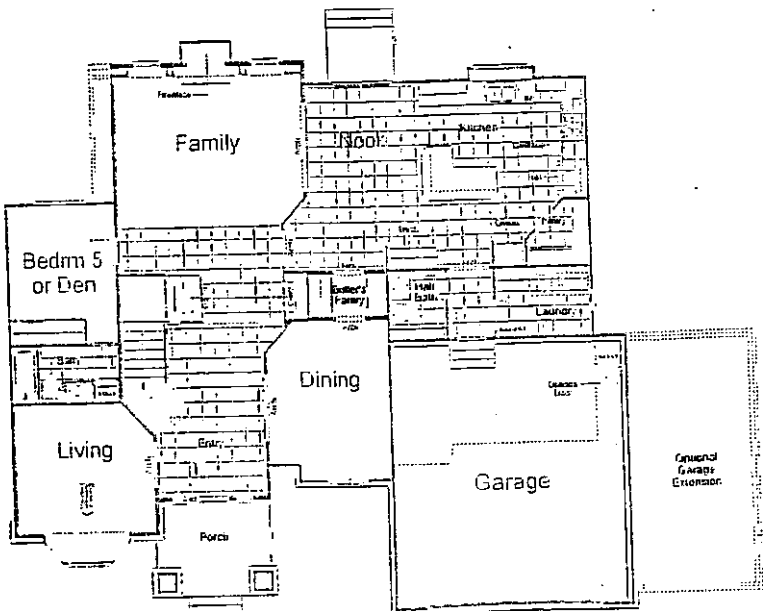
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FINISHED SQ. FEET: 3,164

UNFINISHED SQ. FEET: 1,816

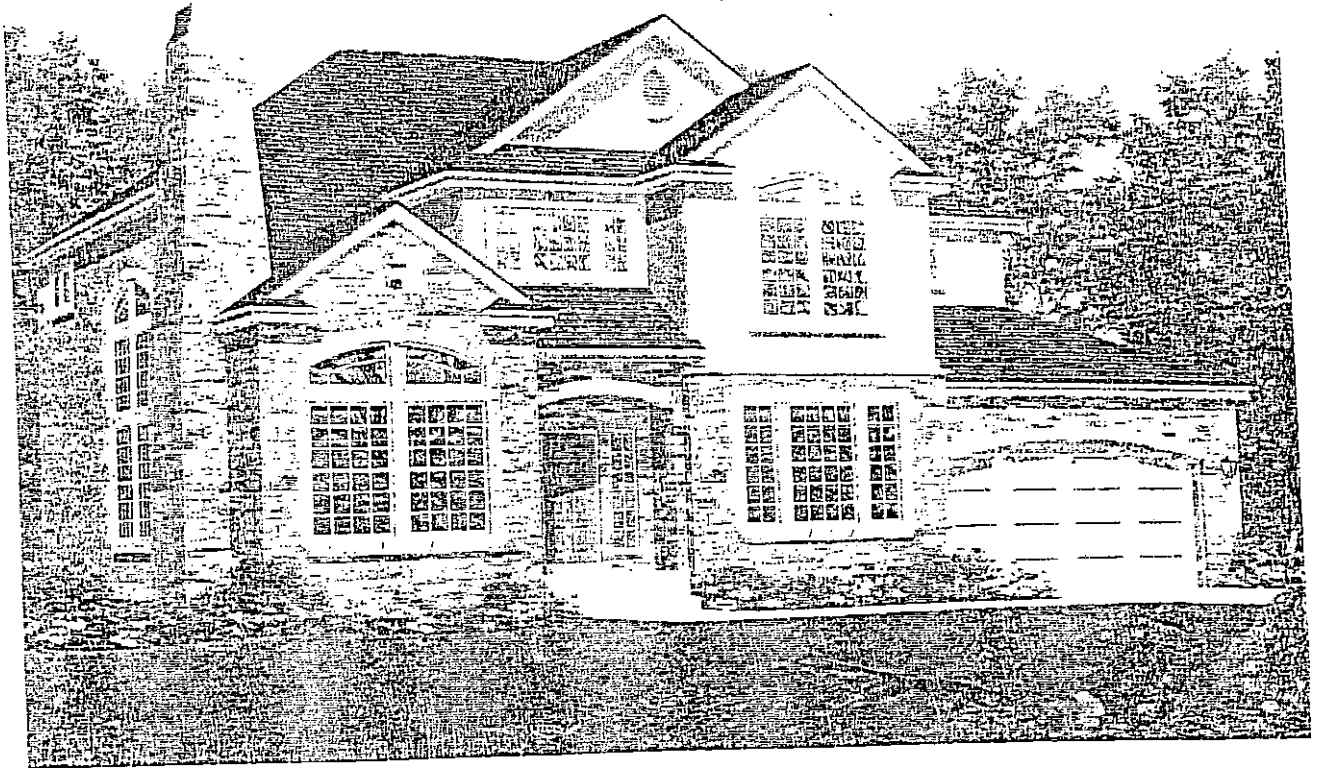
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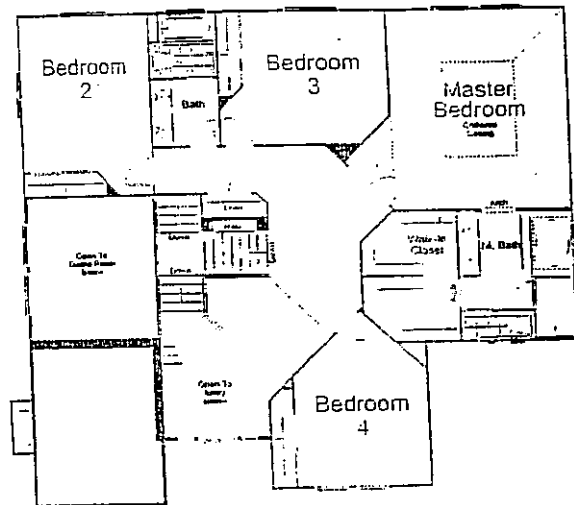
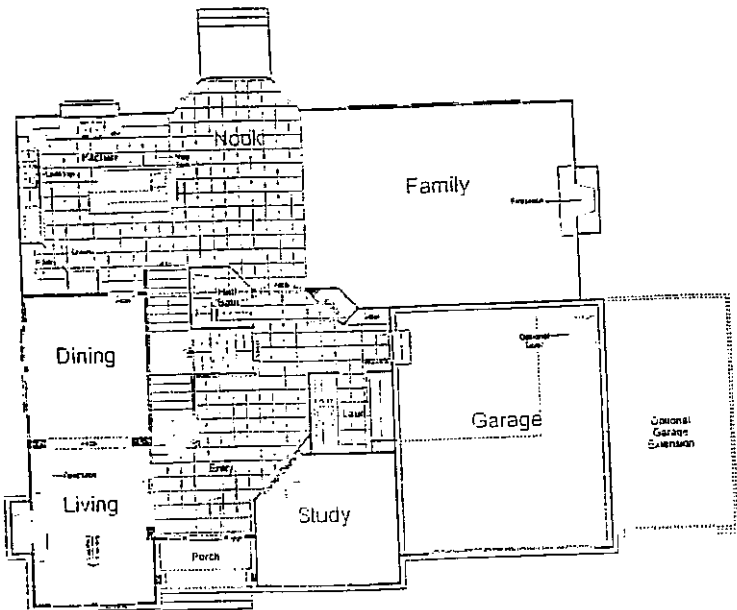


CARRARA

ENT 61280:2006 PG 29 of 34



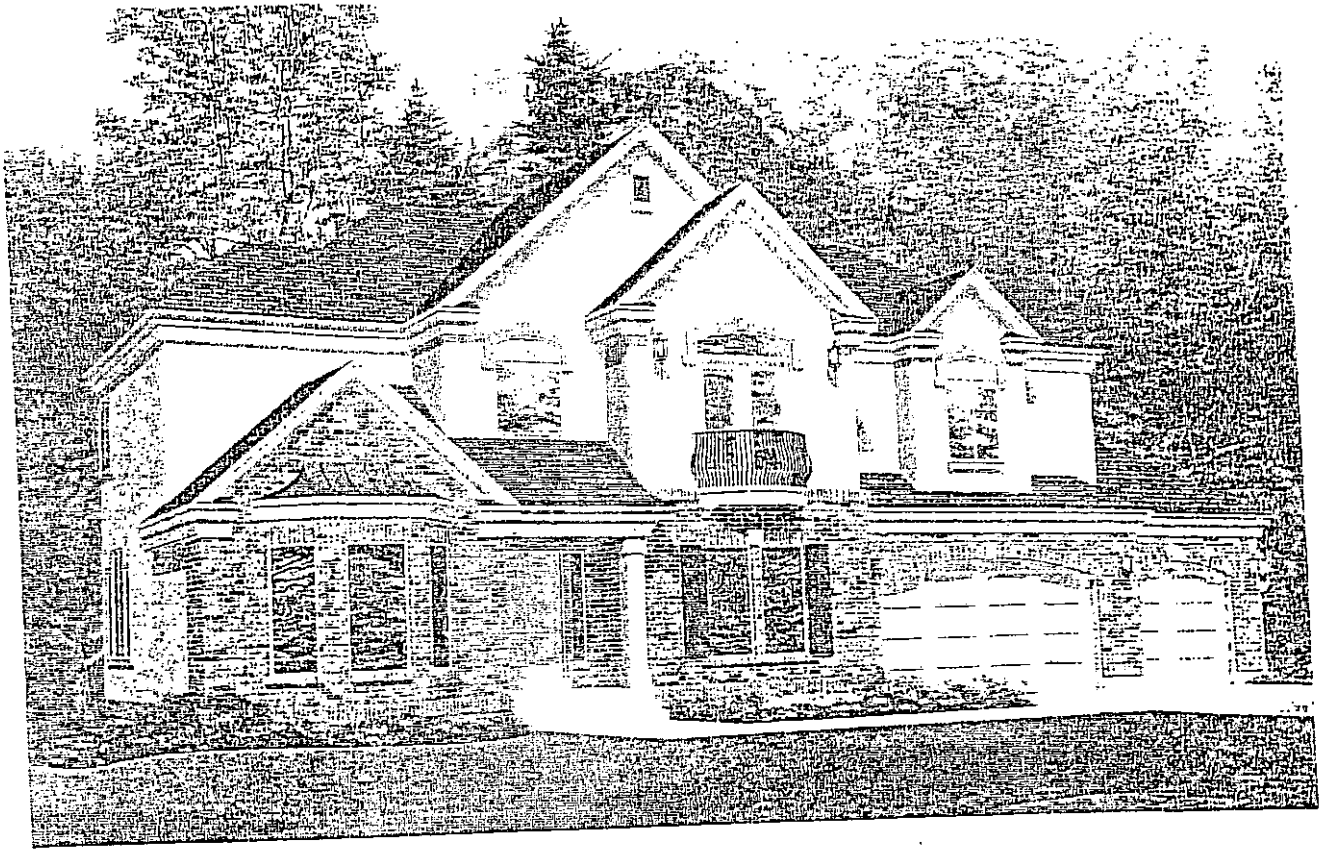
TOTAL SQ. FEET: 5,633 FINISHED SQ. FEET: 3,584 UNFINISHED SQ. FEET: 2,049 WIDTH: 58' 0" DEPTH: 50' 0"



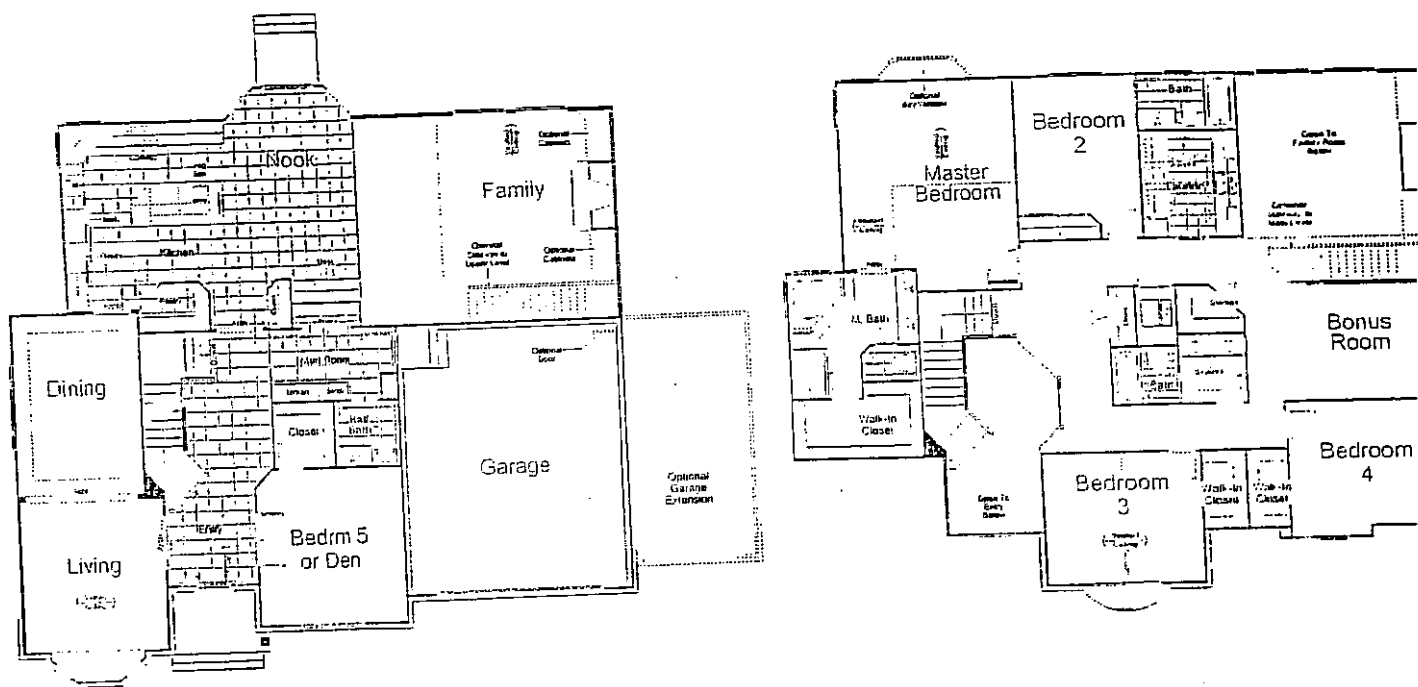
TUSCANY

ALTERNATE

ENT 61280:2006 PG 30 of 34



TOTAL SQ. FEET: 6,350 FINISHED SQ. FEET: 4,236 UNFINISHED SQ. FEET: 2,114 WIDTH: 60' 0" DEPTH: 56' 0"

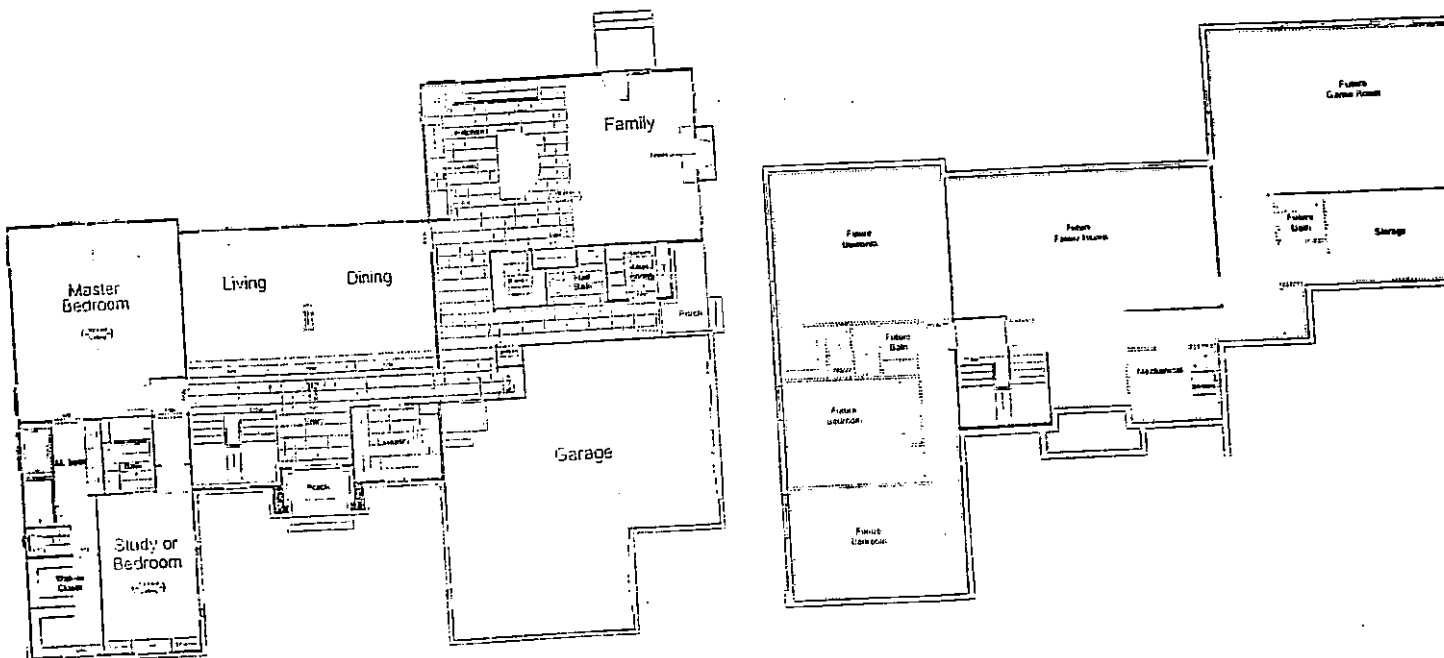


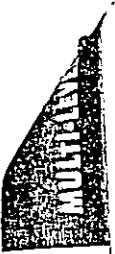
PORTOFINO

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TOTAL SQ. FEET: 6,058 FINISHED SQ. FEET: 3,031 UNFINISHED SQ. FEET: 3,027 WIDTH: 85' 0" DEPTH: 65' 0"



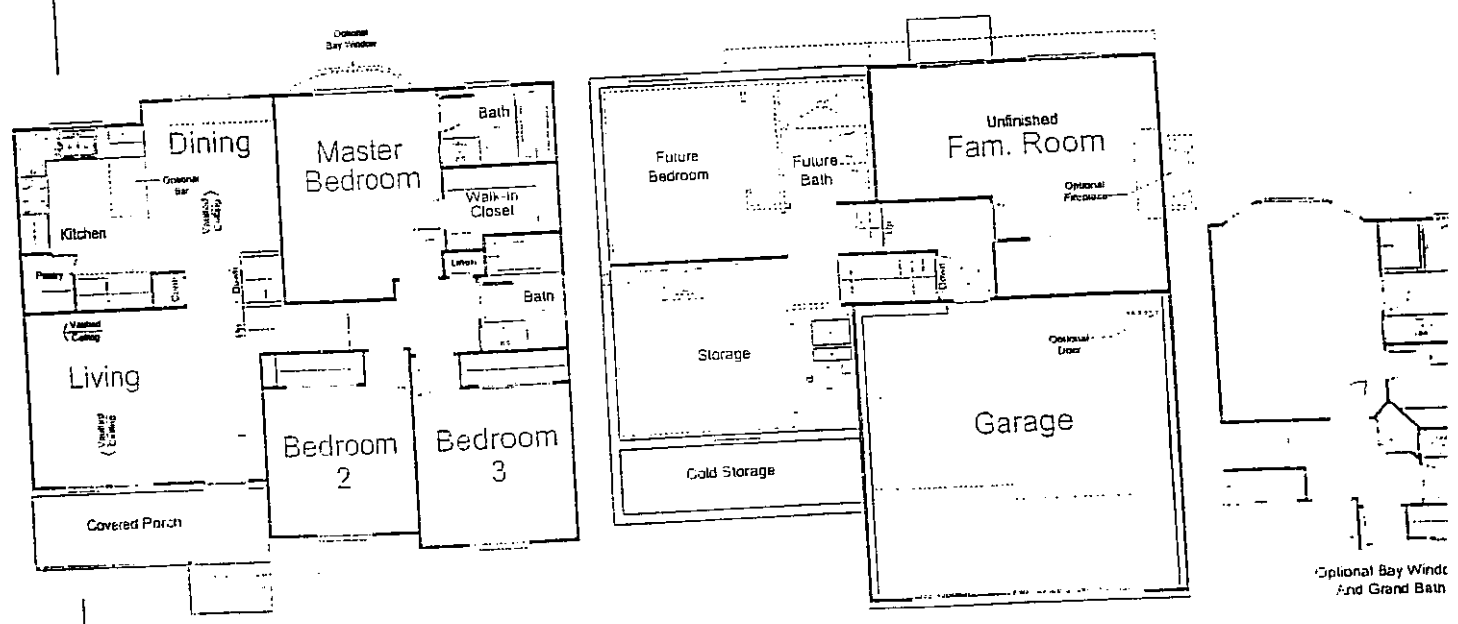


ASPEN

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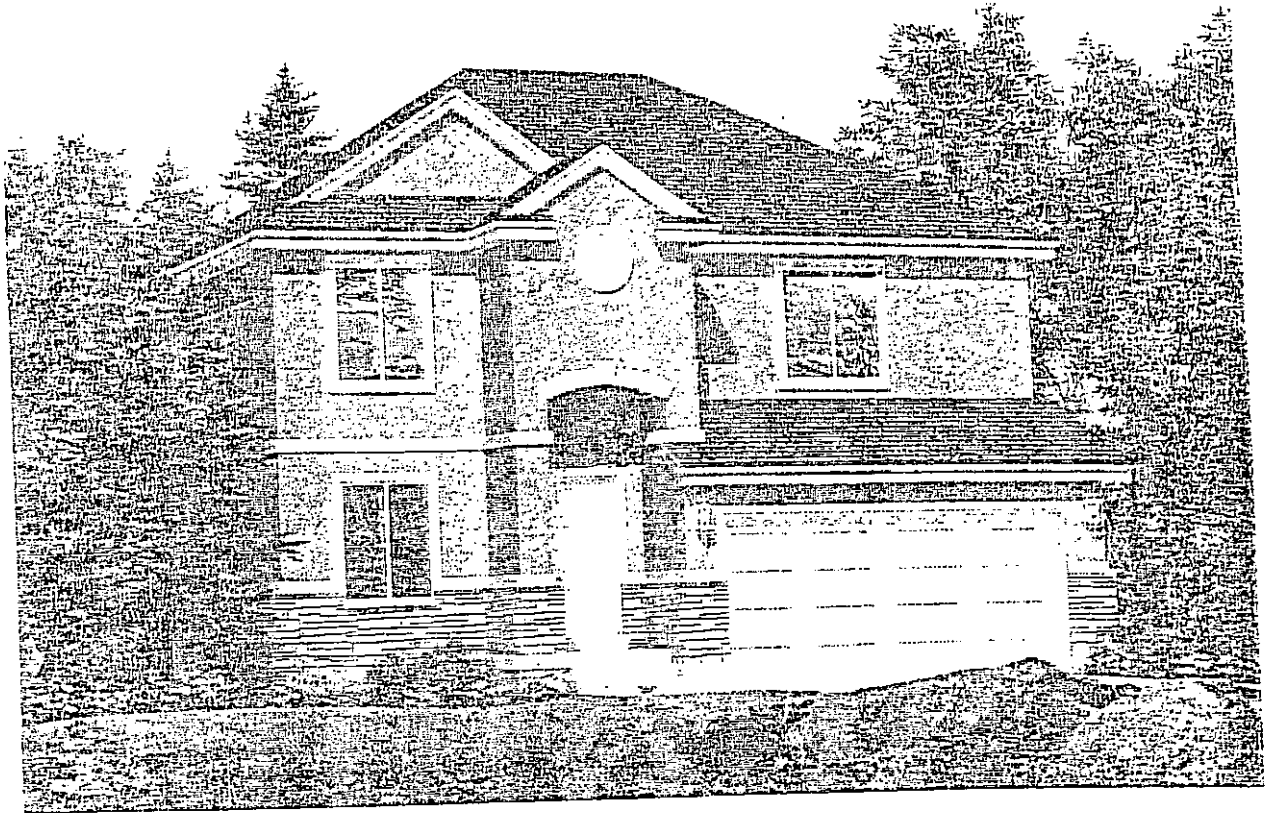


TOTAL SQ. FT.: 1,974 FINISHED SQ. FT.: 1,147 UNFINISHED SQ. FT.: 827 WIDTH: 39' 0" DEPTH: 38' 0"

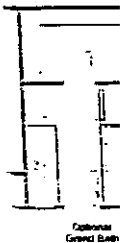
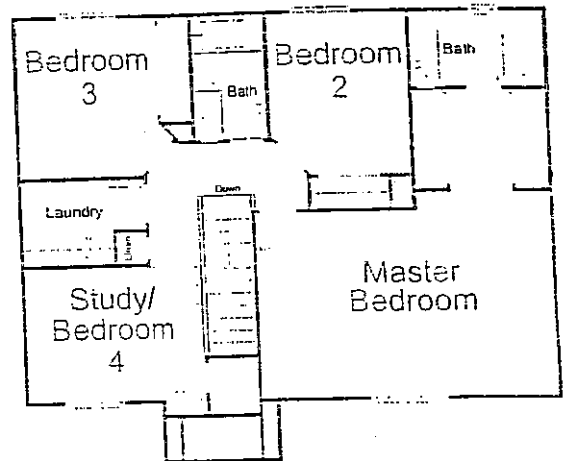
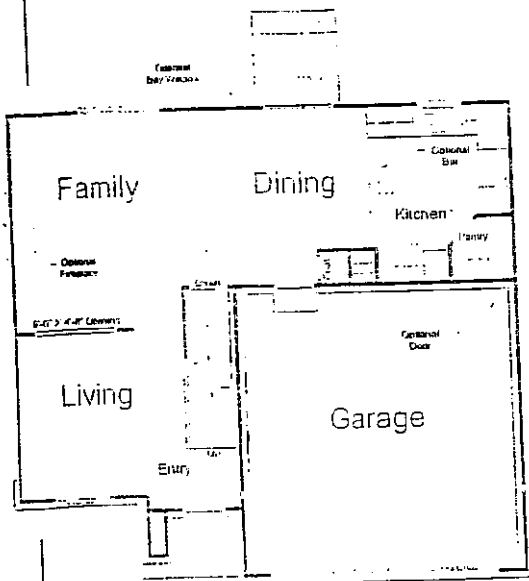


TELLURIDE

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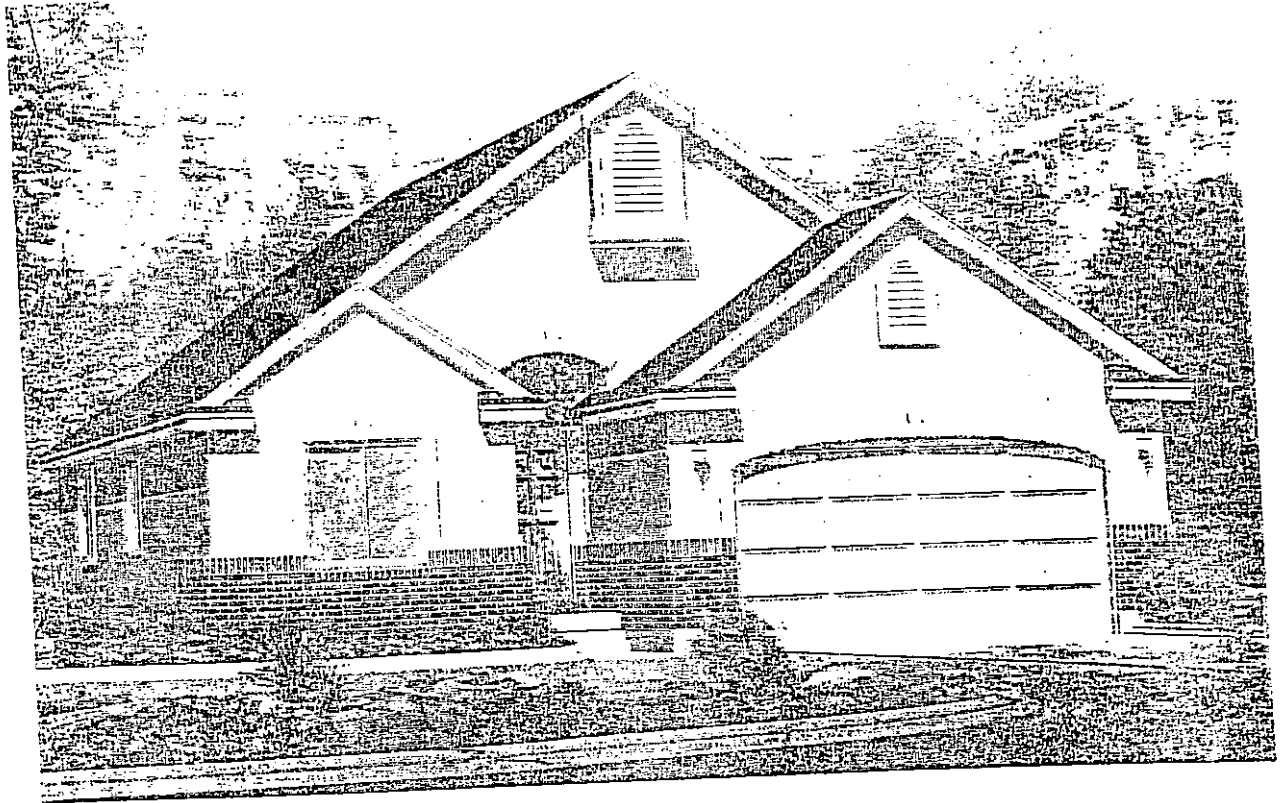


TOTAL SQ. FT.: 2,505 FINISHED SQ. FT.: 1,604 UNFINISHED SQ. FT.: 701 WIDTH: 36' 0" DEPTH: 32' 4"



BRECKENRIDGE

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TOTAL SQ. FT.: 3,778 FINISHED SQ. FT.: 1,384 UNFINISHED SQ. FT.: 1,394 WIDTH: 39' 0" DEPTH: 50' 0"

