

Mail to:
Lehi City
153 N. 100 E.
Lehi, UT 84043
85/29

**DEVELOPMENT AGREEMENT
SCOTTFIELD ACRES, PLAT A
A PLANNED UNIT DEVELOPMENT PROJECT**

ENT 122641;2002 PG 1 of 29
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Oct 17 1:36 pm FEE 85.00 BY SB
RECORDED FOR LEHI CITY

This Development Agreement is entered into as of this 15 day of October 2002, by and among the owners and developers of the Scottfield Acres, Plat A, 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 19 lot residential Planned Unit Development Project with a church site, designated as Scottfield Acres, Plat A, 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 Madison Place at Pheasant Pointe, 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. 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 the project. The park requirement for this PUD is 1 acre; however, the park is being reduced by .32 acres in lieu of property, asphalt and other improvements required to widen 1500 North according to the City's Master Transportation Plan. The designated park and detention areas are common area and will be owned and maintained by the Homeowner's Association. There will be no additional residential development of these parcels. Lot #19, the designated

church site, and the existing home on lot #20 will not be part of the HOA. (Exhibit A)

3. Developer shall provide landscaping and sprinkling system as per attached Exhibit C (Landscape Plan). Said landscaping shall be maintained by the Homeowner's Association. The Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

4. Additional landscaping shall be provided by the lot owners as per the CC&R's (Exhibit B).

5. Developer shall complete project amenities in the common areas, including a park gazebo, 3 benches, playground equipment and a 5 foot asphalt trail. See attached Exhibit D.

6. Developer shall install a 6 foot semi-private vinyl fence along the west and south boundary lines of the subdivision. A 6' no-climb agricultural fence shall be constructed as per Lehi City Standards along the east property line of lot 13 and the east property line of the park. A three rail vinyl fence shall be constructed along the front of the park on 1400 North. (Exhibit A)

7. All exterior building materials within the Scottfield Acres Subdivision shall consist of brick, stone or rock and stucco. More specifically, front and end exterior walls shall have a minimum of 32 inches of brick, stone or rock with the remainder in stucco or other approved hard surface. In lieu of brick or stone wainscot on three sides, brick or stone may be massed upward on either side of the garage plus brick or stone must return on all front exterior corners at least 16 inches. Roofing shall be architectural style shingles. No exact mirror images directly across or to the immediate sides of a home shall be allowed.

8. Homes shall be single family residences only. Each dwelling shall have at least a two car garage and must not exceed two stories in height. (Typical elevations are attached as Exhibit E) Square footage requirements are as follows:

One story dwellings, the ground floor area shall not be less than 1350 square feet

Split level designs, shall not be less than 1600 square feet, however the ground level and finished areas above ground level shall be a minimum of 1300 square feet.

Two story dwellings, the ground floor area shall not be less than 900 square feet with a total of not less than 1600 square of finished space.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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: 10/15/02

Scottfield Acres, Plat A, Planned Unit Development

By: Quinn S. Mortensen
Gold Medalion Homes
 Its: Managing Member

By: _____

Its: _____

ACKNOWLEDGMENT

STATE OF UTAH

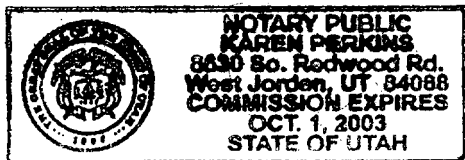
S.S.

COUNTY OF UTAH

On the 15 day of October 2002, personally appeared before me Quinn Mortensen, the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

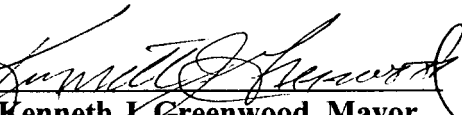
My Commission Expires: 10-1-2003

Karen Perkins
 NOTARY PUBLIC

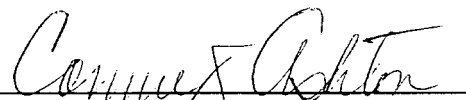


DATED: _____

Lehi City Corporation

By: 
Kenneth J. Greenwood, Mayor

Attest:


Connie Ashton, City Recorder

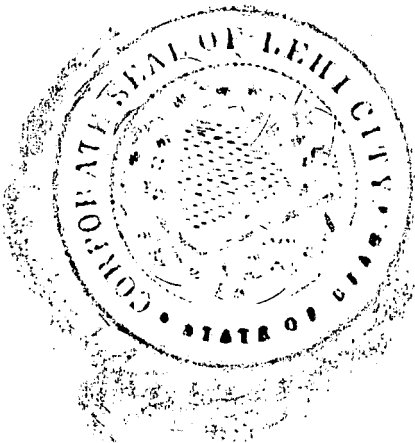


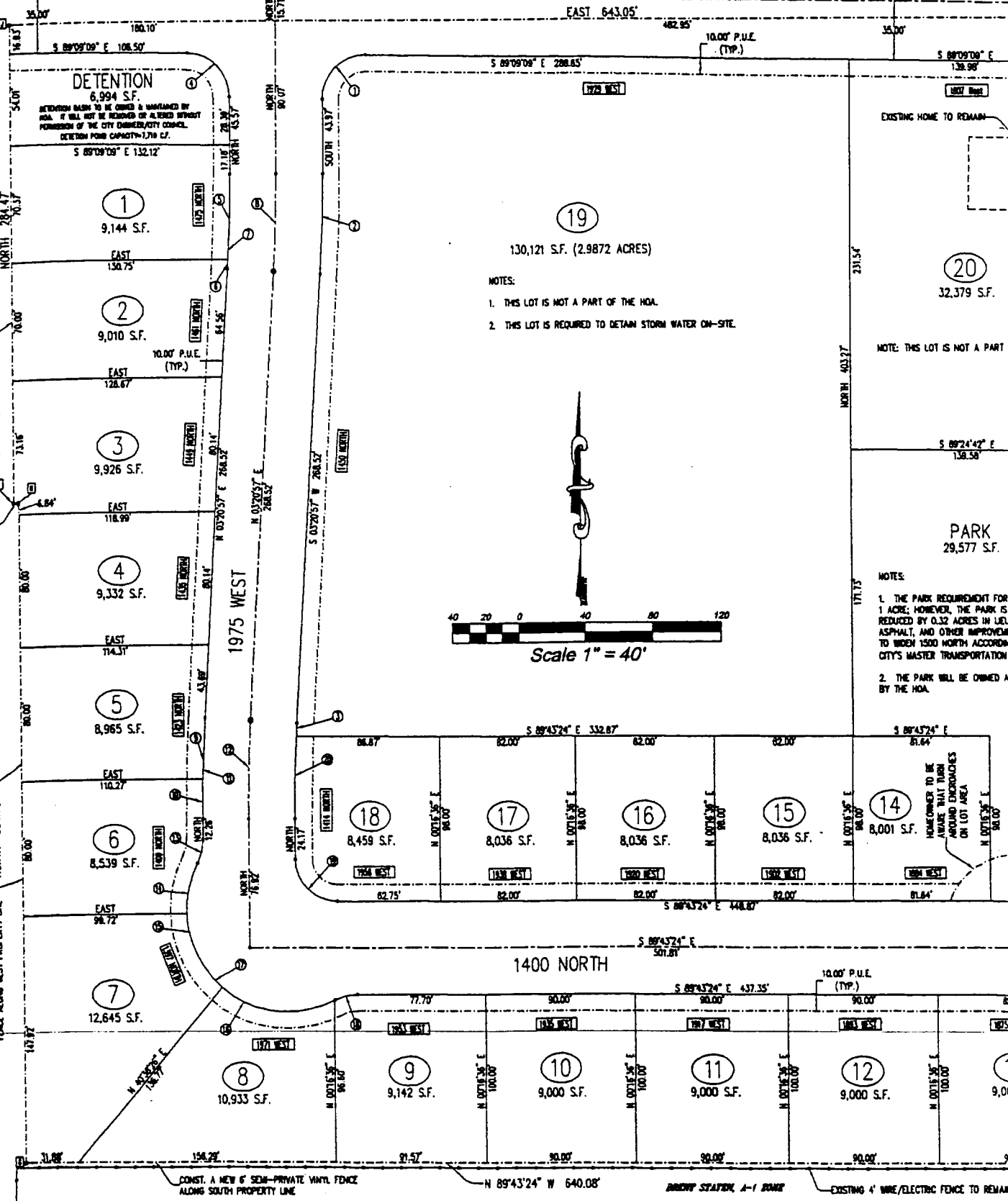
EXHIBIT “A”

1500 NORTH

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1900 WEST

1975 W



LEGEND

- SECTION CORNER
- ① CURVE NUMBER
- STATE PLANE COORDINATE
- MONUMENT TO BE SET
- 6000 NORTH LOT ADDRESS

NOTE: MONUMENTS ARE TO BE CONSTRUCTED AS PER LEH CITY DESIGN STANDARDS PAGE 2-12.

LAND USE TABULATIONS

TOTAL AREA: 10.0193 ACRES
LOT AREA: 7.5001 ACRES
STREET AREA: 1.6796 ACRES
OPEN SPACE AREA: 0.8396 ACRES
NUMBER OF LOTS: 20
PROJECT ZONE: RA-1

CURVE TABLE

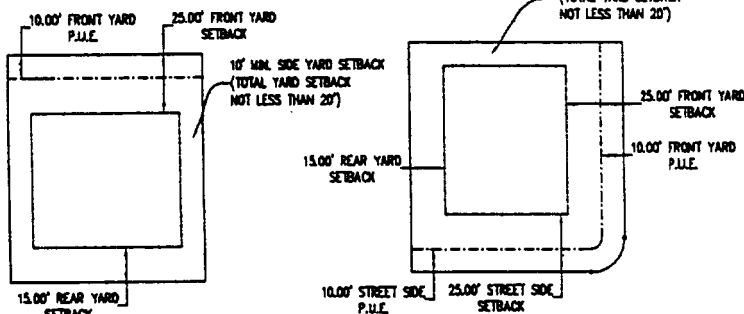
CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	28.00	41.23	90°30'51"	37.04	S 45°25'28" W
C2	1028.00	60.09	03°20'57"	60.08	S 01°40'29" W
C3	972.00	7.85	00°27'46"	7.85	S 03°07'04" W
C4	28.00	40.48	89°09'09"	36.50	S 44°34'34" E
C5	972.00	51.28	03°01'18"	51.25	S 01°30'39" W
C6	972.00	5.56	00°19'40"	5.56	S 03°11'07" W
C7	972.00	56.82	03°20'37"	56.81	S 01°40'29" W
C8	1000.00	58.45	03°20'57"	58.45	S 01°40'29" W
C9	1028.00	36.42	02°01'48"	36.42	S 02°20'03" W
C10	1028.00	23.67	01°19'09"	23.67	S 00°39'35" W
C11	1028.00	60.09	03°20'57"	60.08	S 01°40'29" W
C12	1000.00	58.45	03°20'57"	58.45	S 01°40'29" W
C13	30.00	14.42	27°32'26"	14.28	S 13°48'13" W
C14	81.00	31.32	29°24'34"	30.97	S 12°49'59" W
C15	81.00	50.56	47°29'08"	49.12	S 25°37'01" E
C16	81.00	72.29	87°34'16"	88.14	S 83°18'42" E
C17	81.00	154.17	144°48'17"	118.29	S 44°31'42" E
C18	30.00	14.42	27°32'26"	14.28	N 76°30'23" E
C19	25.00	39.15	89°43'24"	35.27	N 44°51'42" W
C20	972.00	48.97	02°53'11"	48.96	N 01°28'35" E

STATE PLANE COORDINATES

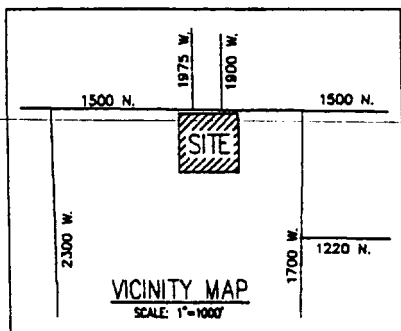
LETTER	Northing	Easting
A	755186.72	1894886.40
B	755223.04	1894586.99
C	754881.19	1894587.17
D	754858.78	1894586.29
E	754738.87	1894586.60
F	754540.93	1894587.02
G	754544.02	1893847.14
H	754938.66	1893847.14
I	754838.66	1893844.14
J	755223.04	1893844.14

GENERAL NOTES

1. THIS AREA IS SUBJECT TO THE EVERYDAY SOUNDS, COLORS, SIGHTS, EQUIPMENT, FACILITIES, AND OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
2. CONTRACTOR SHALL CONSTRUCT AN 8" MIN. DIA. TEMPORARY TURN AROUND AS PER LEH CITY STANDARDS. TEMPORARY TURN AROUND SHALL HAVE A MIN. OF 3" ASPHALT, 6" ROADBASE, AND 12" SUBBASE. IT SHALL ALSO HAVE A MIN. OF (3) "NO-PARKING" SIGNS. NO ABOVE GROUND UTILITIES SHALL BE ALLOWED WITHIN THE TURN AROUND.



SETBACK AND EASEMENT DETAILS



SURVEYOR:
AZTEC ENGINEERING
491 NORTH 450 WEST
ORCA, UTAH 84057
(801) 224-7308

SURVEYOR'S CERTIFICATE

I, DAVID V. THOMAS, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 183847 AS PRES. UNDER THE LAWS OF THE STATE OF UTAH, I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, STREETS, AND EASEMENTS AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AND THAT THIS IS TRUE AND CORRECT.

DATE

(SEE SEAL BELOW)

BOUNDARY DESCRIPTION

Beginning at a point located South 89°45'28" West along section line 299.50 feet and North 37.80 feet from the North quarter corner of Section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

Thence the following 4 bearings and distances along fence line: South 00°02'32" East 241.93 feet, South 02°03'37" West 24.43 feet, South 00°04'48" East 216.97 feet, South 00°07'20" East 199.00 feet; thence North 89°43'24" West 640.08 feet, sold line being located 3 feet North of an existing fence line; thence North 39°47'8" West 3.00 feet; thence North 284.47 feet; thence East 643.05 feet to the point of beginning.

Area: 10.0193 acres (20 building lots)

Base of bearing = State Plane Coordinate System

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OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT I (WE), THE UNDERSIGNED OWNER(S) OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP AND SUBJECT TO ANY CONDITIONS AND RESTRICTIONS STATED HEREON, 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 TO LEH CITY CORPORATION.

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

PRINTED NAME OF OWNER

AUTHORIZED SIGNATURE(S)

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME THE FOREGOING OWNERS KNOWN TO ME TO BE AUTHORIZED TO EXECUTE THE DEDICATION FOR AND ON BEHALF OF THE OWNERS WHO DULY ACKNOWLEDGED TO ME THAT THE DEDICATION WAS EXECUTED BY THEM ON BEHALF OF THE OWNERS.

MY COMMISSION EXPIRES

NOTARY PUBLIC (SEE SEAL BELOW)

ACCEPTANCE BY LEGISLATIVE BODY

THE _____ OF _____ COUNTY OF UTAH, APPROVES THIS SUBDIVISION SUBJECT TO THE CONDITIONS AND RESTRICTIONS STATED HEREON 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 _____, 20____.

APPROVED _____
ENGINEER (SEE SEAL BELOW)

ATTEST _____
CLERK-RECORDER (SEE SEAL BELOW)

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 20____, BY THE
LEH CITY PLANNING COMMISSION.

DIRECTOR - SECRETARY

CHAIRPERSON, PLANNING COMMISSION

PLAT "A"

SCOTTFIELD ACRES
RESIDENTIAL P.U.D.

LEH CITY

UTAH COUNTY, UTAH

SCALE: 1" = 40 FEET

Surveyor's Seal

Notary Public Seal

City Engineer's Seal

Clerk-Recorder Seal

EXHIBIT “B”

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

Scottfield Acres LEHI, UTAH

plus any subsequent plats of the following described real property.

THE UNDERSIGNED OWNER(s) in fee of the following described real property:

Beginning at a point located South 89 deg. 45' 28" West along Section line 299.50 feet and North 37.60 feet from North quarter corner of section 7, Township 5 South, Range 1 East, Salt Lake Base and Meridian;

Thence the following 4 bearings and distances along fence lines: South 00 deg. 2' 32" East 241.93 feet, South 02 deg. 03' 37" West 24.43 feet, South 00deg. 04' 48" East 216.97', South 00 deg. 07' 20" East 199.00 feet; thence North 89 deg. 43 ' 24" West 640.08 feet, said line being located 3 feet North of an existing fence line; thence North 394.76 feet; thence West 3.00 feet; thence North 284.47 feet; thence East 643.05 feet to the point of beginning.

Area: 10.0193 acres "20 building lots".

Basis of bearing = State Plane Coordinate System.

do hereby make the following declarations as to limitations, restrictions and uses to which the land may be put, hereby specifying that the said declaration shall constitute covenants to run with all parties and all persons claiming under them, and for the benefit of and limitations upon all future owners of the above described land, this declaration of restrictions being designated for the purpose of keeping the area desirable, uniform, enhancing and protecting the value, desirability, and attractiveness of the lands within said area and every part thereof.

NOTE: ALL COVENANTS, AGREEMENTS & RESTRICTIONS, IN EVERY INSTANCE, ARE TO MEET OR EXCEED THOSE REQUIRED BY LEHI CITY.

A. AREA COVENANTS

- A-1. Land Use and Building Type. Land shall be used for residential purposes. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height, each having an attached garage for not less than two nor more than three automobiles. Garage outside dimensions shall not be less than 22 feet in width x 20 feet in depth or 20 feet in width x 22 feet in depth.
- A-2. Dwelling Quality and Size. Dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date these covenants are recorded. Dwelling exteriors shall consist of brick, stone or rock and stucco. More specifically, front and end exterior walls shall have a minimum of 32 inches of brick, stone or rock with the remainder in stucco or other approved hard surface or in lieu of brick or stone wainscot on three sides, brick or stone may be massed upward on either side of the garage plus brick or stone must return on all front exterior corners at least 16 inches.

All windows and doors are to be banded with no less than stucco. Overhead garage doors are to be banded with brick or in the alternative, may also have a 10" stucco header. The rear elevation of the home may be stucco only. Brick should be encouraged to the greatest degree possible. Aluminum to be used on trim only - soffits, fascia, rain gutters etc. No aluminum or vinyl siding shall be permitted. All roofing shall be architectural grade shingles. No exact mirror images directly across or to the immediate sides of a home shall be allowed.

One story dwellings, the ground floor area shall not be less than 1350 square feet.

Split level designs, shall not be less than 1600 square feet, however the ground level and finished areas above the ground level shall be a minimum of 1300 square feet.

Two story dwellings, the ground floor area shall not be less than 900 square feet with a total of not less than 1600 sf of finished space.

Exception square footage requirements for homes built on corner lots may be reduced by up to five percent (5%). All other construction shall comply with the requirements as stated above.

Important Note: Minimum square footage shall be exclusive of garage & open porches. Log homes & pre-constructed homes are not permitted. Roofing shall in all cases be architectural style shingles and all earth tones.

A-3. Additional Detached Garages, Shops and Out Buildings. All such additional buildings shall be designed situated on lots behind the home and out of street view and constructed of the same quality materials and workmanship, with the same provisions as are required for the homes except that exteriors may be all stucco. In every case, additional detached garages, shops and out buildings shall meet the most current Lehi Building and Safety Codes and zoning ordinances and in strict accordance with these CCR's. Sheds shall be allowed provided that they are placed in the rear yard out of public view and are well maintained, including paint that matches the home and are adequately ventilated.

A-4. Use of Land. No land shall be used, and no building or structure shall be constructed, enlarged, moved or maintained except in conformity with the use, area, frontage and other regulations as set forth by the applicable zoning ordinances of Lehi City or these covenants, whichever is the more restrictive. Driveways shall be all concrete or similar concrete product.

a. No structure of a temporary character, tent, shack, trailer, basement, garage, or other out-building shall be used at any time as a residence.

- b. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the area. In any case, all home business activity shall meet Lehi City ordinances.
- c. On-site parking shall be provided on each lot sufficient to accommodate all vehicles. At the very least, boats and RV's of any nature shall be stored in the side or back yards and then only when the area is fenced to obscure the view from the street. Only properly licensed and inspected vehicles that are operational shall be permitted to be kept on any lot, excepting that one inoperable vehicle may be kept upon the premises so long as it is kept out of street view by an approved fence and shall at all time be covered. No junk vehicles of any type shall be allowed. Commercial equipment (trucks, graders, loaders, etc.) are not to be parked in the area except during construction periods and then only for construction within the development. No vehicles may be stored on the street.
- d. All areas of sidewalk curb broken while construction of any type is being done on a lot, shall be replaced by contractor of that project or lot owner to a "like new" condition.
- e. No lot shall be used as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material (i.e. trash bins) shall be kept in a clean and sanitary condition. Each lot and its abutting street are to be kept free of trash, weeds, and other refuse by the owner. No unsightly materials or objects are to be stored on any lot in view of the general public and in no case may trash or obstacles may thrown over the perimeter fences.

A-5. Lot Area, Frontage - Front, Side and Rear Set Back.

- a. No lot shall have an area less than 8,000 sq. feet except as may be specifically provided on the approved plat map.
- b. Lot frontage shall be as shown on the approved map.
- c. Front yard set back shall meet Lehi City Standards for a planned unit development.
- d. Side yard set back shall meet Lehi City Standards for a planned unit development.
- e. Rear yard set back shall meet Lehi City Standards for a planned unit development.

A-6. Pets. All pets are to be confined to their owners lot, and not become an annoyance or nuisance to the area. Not more than 2 pets per lot are allowed. Non-domesticated animals are not permitted. Animals of any type kept and/or trained for the purpose of fighting are not permitted. Dog kennels are not permitted. All pets shall meet existing Lehi City ordinances.

A-7. Fencing. Owners may construct a fence to separate their back and side yards from their neighbors. These owners shall be responsible for maintaining the fence on both sides in a manner consistent with the original design of the perimeter fence. Fencing within the subdivision shall not

exceed 6 feet in height and shall meet or exceed the Lehi City ordinance for fencing. No variations shall be allowed without approval of the architectural committee except that the fencing may be completely private instead of semi private. The perimeter fence shall be repaired and maintained on both sides by the individual homeowners whose lots abut that portion of fence including damage from the wind and natural elements.

- A-8. Landscape. Front and side yards are to be landscaped within 12 months from date of occupancy. Rear yard to be landscaped within 24 months from occupancy date. In no case shall dirt be piled on a lot for more than 2 months or moved from location to location. No less than 70% of the lots front yard excluding the dwelling, buildings and driveway is to be landscaped with lawn. Planter strip areas (if any) shall be planted in grass only. No gardens (except for flowers) may be kept in the front yard.
- A-9 Lawn Maintenance. All lawns, including the planter strip between the curb and the sidewalk (if any), shall be kept free of weeds and cut on a regular basis and shall generally be well maintained.
- A-10 Antennas and other. No antennas or any other such structures or listening devices shall be constructed or erected on the lot or on the house except for a single 12" satellite T.V. dish or t.v. antenna, both of which must be erected on the roof at the rear of the building and may not be visible from the street. Mail boxes shall be of a design or designs as approved by the Architectural Committee.

B. TREES

B-1. A minimum of 2 trees shall be planted in each yard within 18 months after occupancy (one in front and one in back). In the case of a transfer of ownership within the 18 month period, the 2 tree minimum shall be within 12 months after said new owner takes residency. To the degree possible, owners shall try not to obstruct the views of their neighbors.

B-2 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 through sidewalk. The following trees with their undesirable characteristics are prohibited:

<u>Species Name</u>	<u>Popular or Common Name</u>
Ailanthus Altissima	Russian Olive
Platanus Occidentalis	Tree of Heaven
Populus Alba	American Plane Tree
Populus Alba Bolleana	Silver Poplar
Populus Angustifolia	Bolleana Poplar
Populus Deltoides	Narrow-leaf Poplar
Populus Fremontii	Carolina Poplar
Populus Nigra Italica	Fremont's Poplar
Robinia Paeudeacacia	Lombardy Poplar
Ulmus Pumila	Black Locust
	Siberian Elm
	Chinese Elm

C. GENERAL PROVISIONS

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- C-1. 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 in 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 area, however, the said covenants can be terminated or amended by agreement in writing signed by two-thirds of the property owners and approved by the Lehi City Council.
- C-2. All home plans, including exterior elevations showing materials to be used and color boards for brick, roofing and siding must be submitted to and approved by the architectural and guidelines review committee prior to construction. All brick, roofing and siding shall be natural or earth tone in color. The review committee shall have 10 business days from the date of submission to approve or deny the plans. A failure to respond by the review committee within 10 business days shall constitute an automatic approval. The review committee reserves the right to reject any plans that do not specifically meet the criteria outlined in these CC&R's. Any variations or modifications to these CCR's must be specifically approved in writing by all signatories on these CCR's or their assigns until such time that these CCR's are modified by a vote of two thirds of the voting members.

D. HOMEOWNERS ASSOCIATION:

Initially, the Homeowners Association and the architectural committee shall be consist of the developer or the developer's assignee. Once half of the homes in the subdivision are occupied, control of the Association shall be transferred to the individual property owners with the developer retaining one vote for each unsold lot. At the time of the transfer, the homeowners shall elect a 3 person board of directors who shall in turn create an architectural committee.

Note: The architectural control committee needs to review and stamp all home plans prior to submission to Lehi City for a building permit.

The Association shall be responsible for managing and maintaining the park areas or common element, including the entry area which includes the detention basin and it's outlet structures. The Association shall maintain all plants, trees, grass, equipment and structures within these park areas including any play equipment, gazebos or the like. All work shall be done by an outside contractor.

The Association is responsible for maintaining the outside portion of the West fence including regular weeding under the exterior portion of the perimeter fence and between the fence and the irrigation ditch to the West. This shall also specifically include maintenance of the concrete from the

fence line to the concrete ditch.

The Association shall be responsible for fees related to connection of the common areas including the park & entry/detention basin areas to the pressure irrigation system. The association shall also be responsible for the monthly pressure irrigation water bill for these areas. Connection fees and the month bill for the house lots shall be the responsibility of the individual lot owner.

The association shall enforce complaints related to throwing trash or other obstacles over the fence.

The Association shall carry liability and property damage insurance in an amount to be determined by the Association beginning at the time of completion of the development and to be changed from time to time as warranted.

The Association shall assess fees against its homeowners to manage the above to the best of its abilities.

For the purpose of these CCR's, neither the LDS Church nor the Scott home parcel shall have any voting rights and shall in fact not be members of the Association. Neither shall be required to pay any dues.

E.

- E-1 Invalidity of any one of these covenants by judgment or court order shall be in no wise affect any of the other provisions which shall remain in full force and effect.
- E-2 Amendment Approval. The Lehi City Planning Commission and the Lehi City Council must approve any changes to these CCR's.
- E-3 Lehi City at its sole discretion may enforce these CCR's.
- E-4 Lots 19 and 20 in the Scottfield Acres subdivision plat are specifically excluded from the Homeowners Association and as such are not bound by these CCR's.

Dated this 11th day of October, 2002.

GOLD MEDALLION CUSTOM HOMES

Kristen N. Nilssen
Kristen Nilssen, managing member

Quinn S. Mortensen
Quinn S. Mortensen, managing member

STATE OF UTAH
County of Utah

On this 11 day of October, A.D. 2002, personally appeared before me, a Notary Public in and for the State of Utah, Kristen Nilssen & Quinn S. Mortensen, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Notary Public

Marnae Ballantyne

My commission expires

January 11, 2003

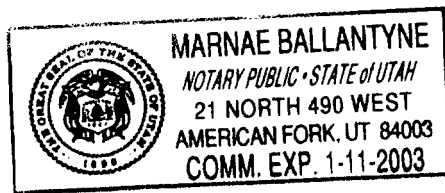


EXHIBIT "C"

EXIST OVERHEAD POWER LINES TO REMAIN

EXIST SSWH, RM=33.81
INV. IN E=29.96, INV. OUT W=28.49
INVERT IN SOUTH=28.75

EXIST OVERHEAD POWER LINES TO REMAIN

CHURCH PARKS SUBDIVISION, 2-1-16 2002 P.A.

1900 WEST

1975 W

1500 NORTH

EXIST OVERHEAD POWER LINES TO REMAIN

TO BE OWNED AND MAINTAINED BY MOA

STANDARD 7/10 MARK, 4-1 2002

CONST. A NEW 6" SEMI-PRIVATE FENCE ALONG WEST PROPERTY LINE

END OF EXISTING RETURN DITCH

BAZING DATES, 4-1 2002

EXISTING RETURN DITCH TO REMAIN

CONST. A NEW 6" SEMI-PRIVATE VINYL FENCE ALONG WEST PROPERTY LINE

EXIST 2" CUP

EXISTING RETURN DITCH TO REMAIN

EXIST 2" CUP

CONST. A NEW 6" SEMI-PRIVATE VINYL FENCE ALONG SOUTH PROPERTY LINE

CONST. 14 LF. 12" CP @ 8-1/2" STD & PLUG FOR FUTURE STORM WATER DRAINAGE. CHURCH SITE WILL BE REQUIRED TO DETAIN 145-510

RELOCATE EXIST P.P. TO PLANTER

RELOCATE EXIST P.P. TO PLANTER

EXIST 3" CUP TO REMAIN

EXISTING BUILDING TO BE REMOVED BY PURCHASER OF THIS LOT

EXISTING FENCE TO BE REMOVED BY PURCHASER OF THIS LOT

19 CHURCH SITE
130,121 S.F. (2.9872 ACRES)

CONST. 4" SSWH, RM=34.80, INV. OUT.=28.08, INV. IN.=28.28

BUILDING ENVELOPE (TYPICAL)

18 8,459 S.F.

17 8,036 S.F.

16 8,036 S.F.

15 8,036 S.F.

1 8,001 S.F.

6 8,539 S.F.

5 8,965 S.F.

4 9,332 S.F.

3 9,926 S.F.

2 9,010 S.F.

1 9,144 S.F.

132.12

130.75

126.87

118.99

114.57

7 12,645 S.F.

8 10,933 S.F.

9 9,142 S.F.

10 9,000 S.F.

11 9,000 S.F.

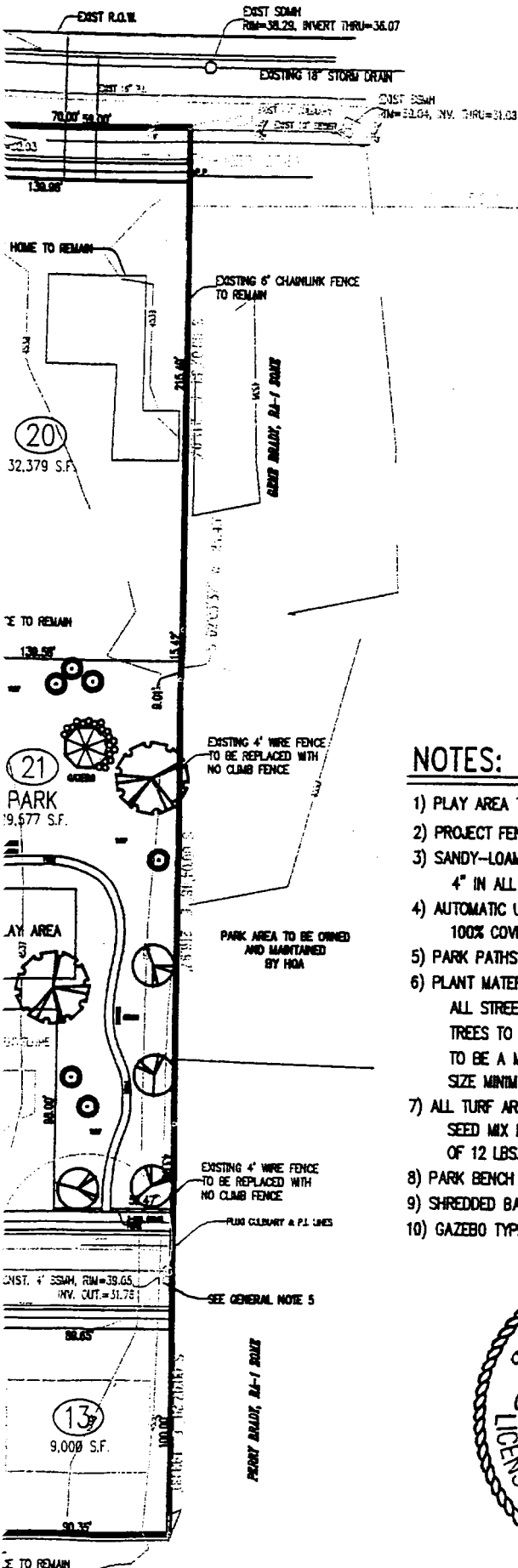
12 9,000 S.F.

1400 NORTH

CONST. 4" SSWH, RM=37.54, INV. OUT.=32.58, INV. IN.=30.78

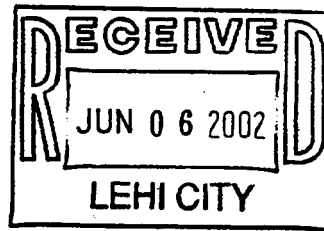
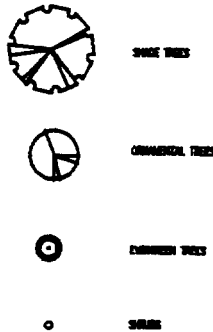
BAZING DATES, 4-1 2002

EXISTING 4" WIRE/ELECTR



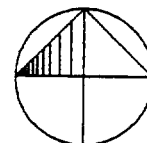
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PLANT LEGEND

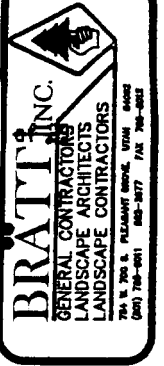


NOTES:

- 1) PLAY AREA TO HAVE RECREATIONAL AMENITIES AND/OR PLAY EQUIPMENT
- 2) PROJECT FENCING TO BE 3-RAIL (SPLIT) TYPE FENCING
- 3) SANDY-LOAM TOPSOIL TO BE IMPLEMENTED AT THE FOLLOWING DEPTHS:
4" IN ALL TURF AREAS AND 8" IN ALL PLANTER AREAS.
- 4) AUTOMATIC UNDERGROUND IRRIGATION SYSTEM TO BE INSTALLED WITH 100% COVERAGE.
- 5) PARK PATHS TO BE 5' WIDE ASPHALT PATHS.
- 6) PLANT MATERIAL TO BE INSTALLED IN ACCORDANCE WITH ALL CITY REGULATIONS.
ALL STREET TREES TO BE 2.5" CALIPER MINIMUM. ALL OTHER DECIDUOUS TREES TO BE PLANTED AT A MINIMUM OF 2" CALIPER. ALL EVERGREEN TREES TO BE A MINIMUM OF 4'-5' HEIGHT. 75% OF ALL SHRUBS TO BE 5-GALLON SIZE MINIMUM.
- 7) ALL TURF AREAS TO BE SEEDED WITH 'TRIPLE PLAY' TURF TYPE TALL FESCUE GRASS SEED MIX FROM GRANITE SEED COMPANY, LEHI, UTAH. APPLY SEED AT A RATE OF 12 LBS. PER 1,000 SQUARE FEET.
- 8) PARK BENCH TYPE AND STYLE TO BE DETERMINED BY DEVELOPER.
- 9) SHREDDED BARK TO BE IMPLEMENTED AT 3" AROUND SHRUBS AND IN TREE RING WELLS.
- 10) GAZEBO TYPE AND STYLE TO BE DETERMINED BY DEVELOPER.



SCALE: 1"=80'



SCOTTFIELD ACRES
RESIDENTIAL P.U.D.
LEHI, UTAH

LANDSCAPE PLAN

DRAWN BY:	DW
CHECKED:	DW
DATE:	3/25/02
REVISIONS:	9/08/02
APPROVED BY:	
JOB NO.	0203118
SHEET:	1/1

EXHIBIT “D”

Nu4
Y2K!



#718-037



AGES
5-12
YEARS



Safety Guidelines And Compliance



Lemon



Grape



Black



White

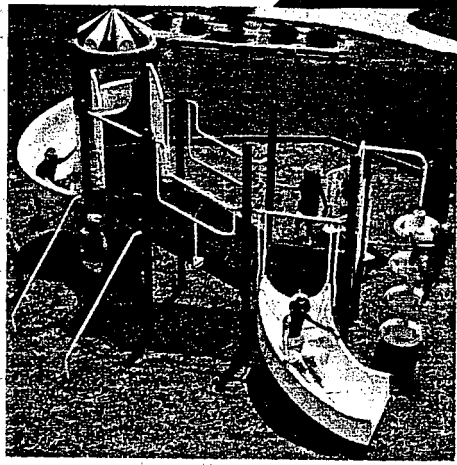


Ground Space: 14' x 18' (4.3m x 5.5m)
Protective Area: 26' x 31' (7.9m x 9.4m)
Shipping Weight: 2,630 lbs. (1,193 kg)

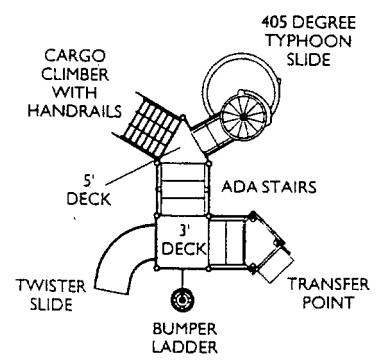
\$6,777⁰⁰

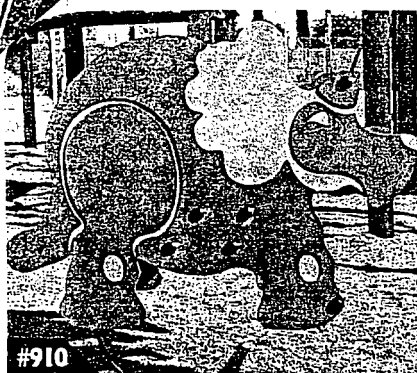
An appropriate energy-absorbing surface is required under all play equipment.
This model is shown with:
• Loose-fill engineered wood fiber
• Bright color combination (see page 144 for all options)
To meet the proposed ADA guidelines, this play area needs 2 additional accessible ground-level components which are not shown in the photo.

Reverse View

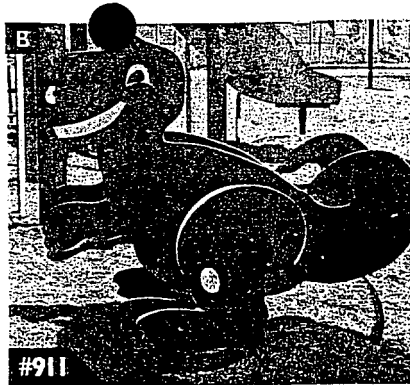


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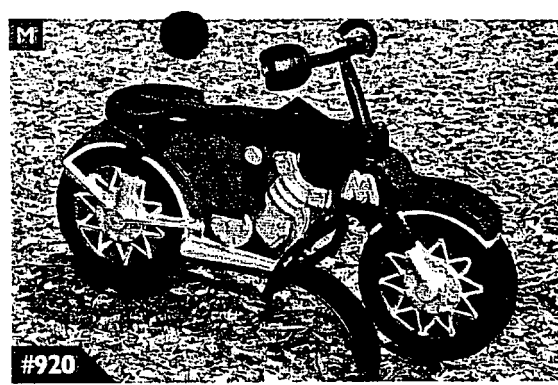




#910 Triceratops Bouncer \$812⁰⁰

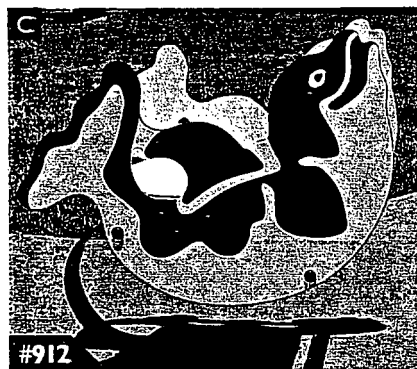


#911 Dina Bouncer \$703⁰⁰

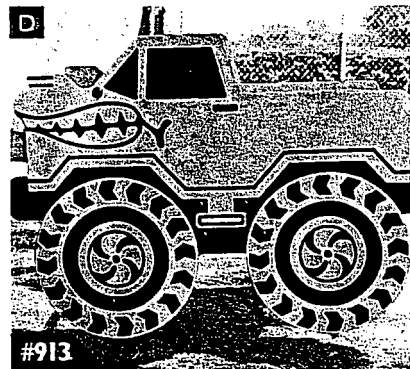


#920 Moto-Cross \$513⁰⁰

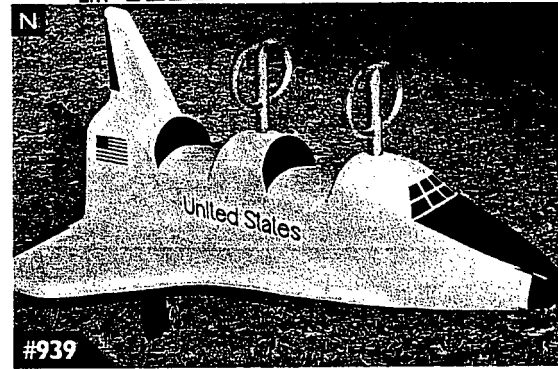
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#912 Whale Bouncer \$703⁰⁰



#913 Big Tow Bouncer \$812⁰⁰



#939 Spaceship Columbia \$650⁰⁰



#901 Rodeo Rocky™ \$336⁰⁰



#917 Lion \$336⁰⁰



#918 Squirrel \$336⁰⁰



#919 Seal \$336⁰⁰



#932 Frog \$336⁰⁰



#933 Schnozz Womp™ \$336⁰⁰



#938 Elephant \$336⁰⁰



#940 Jet Interceptor \$336⁰⁰



#952 Flippo Offspring™ Rider \$625⁰⁰

- A mini-member of the exciting new Flippo™ family!
- Tandem seats allow two kids to enjoy a ride together
- Available in colors to match Flippopotamus™ climber, slide, and roof

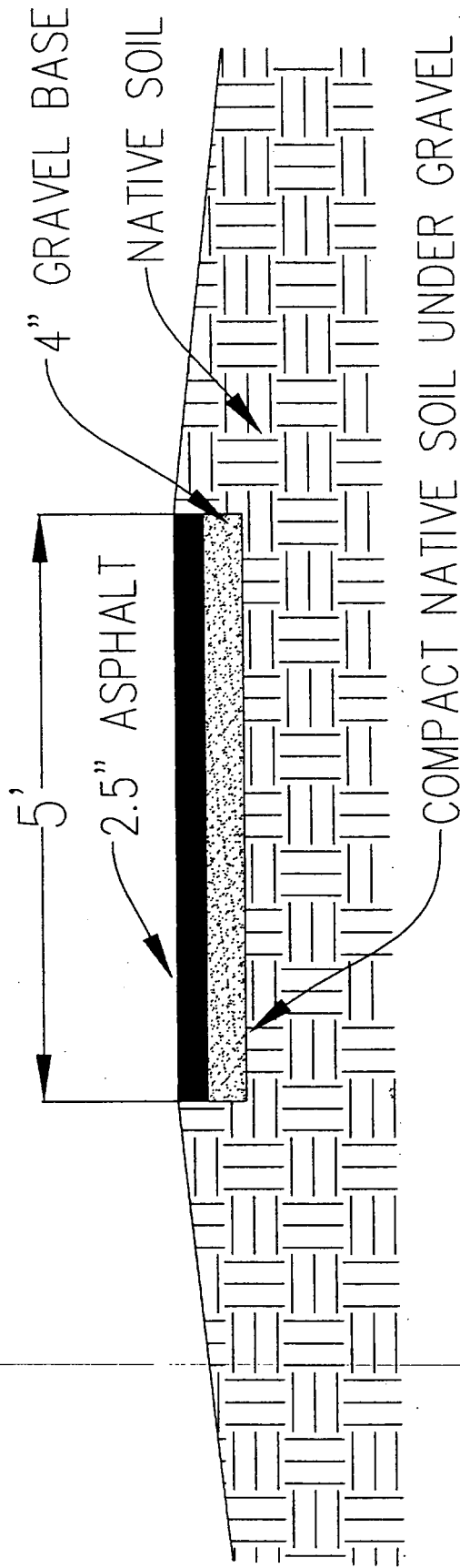
Ground Space: 3' x 6' (9m x 1.8m)
Protective Area: 15' x 18' (4.6m x 5.5m)
Shipping Weight: 275 lbs. (125 kg)



#926 4-Way Animal Hop \$2,041⁰⁰



#608-1 Twin Rider \$537⁰⁰



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5' PARK TRAIL SECTION SCOTTFIELD ACRES

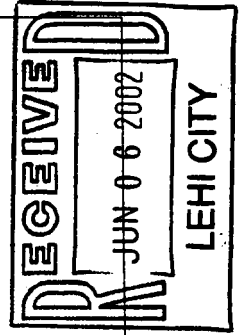
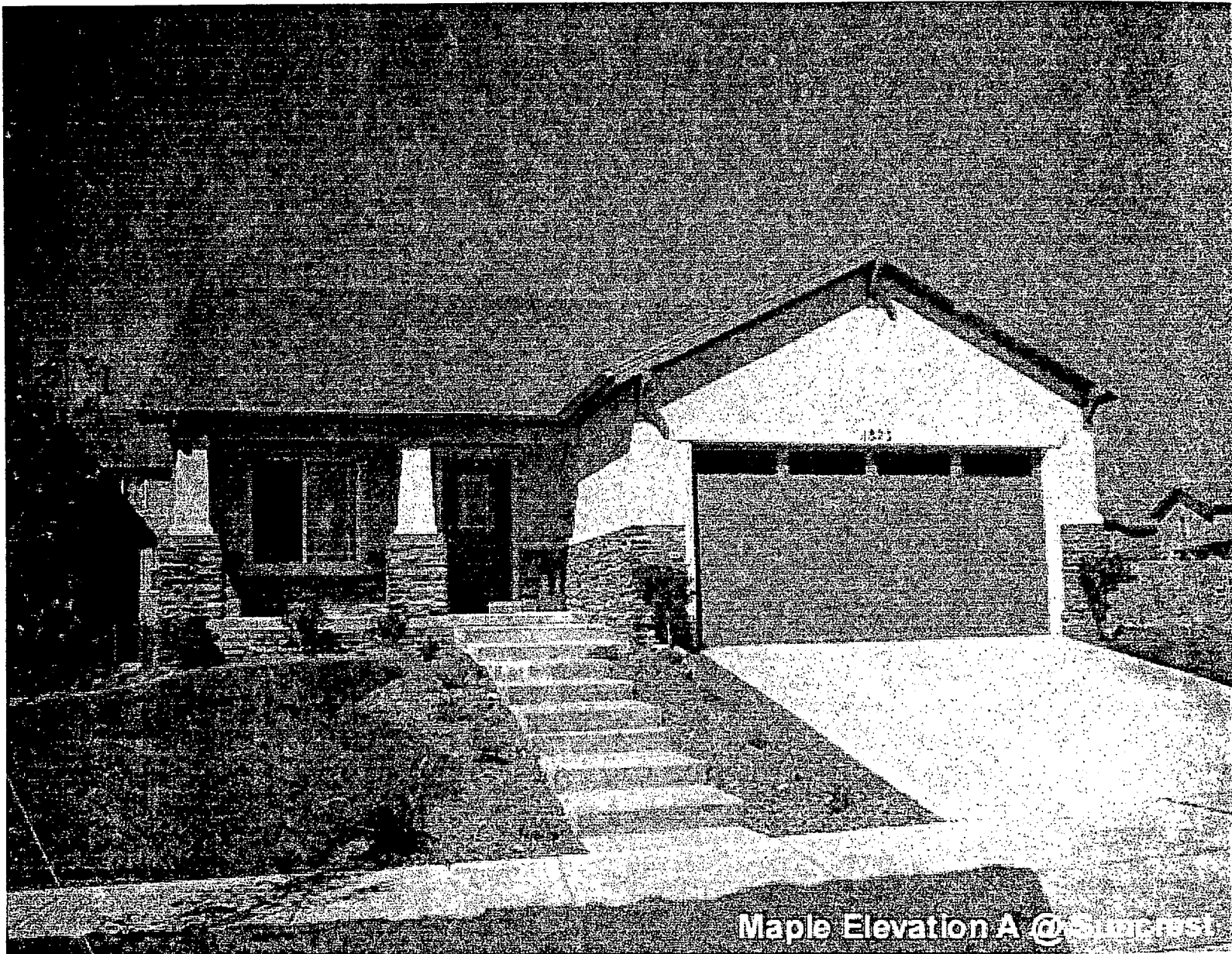
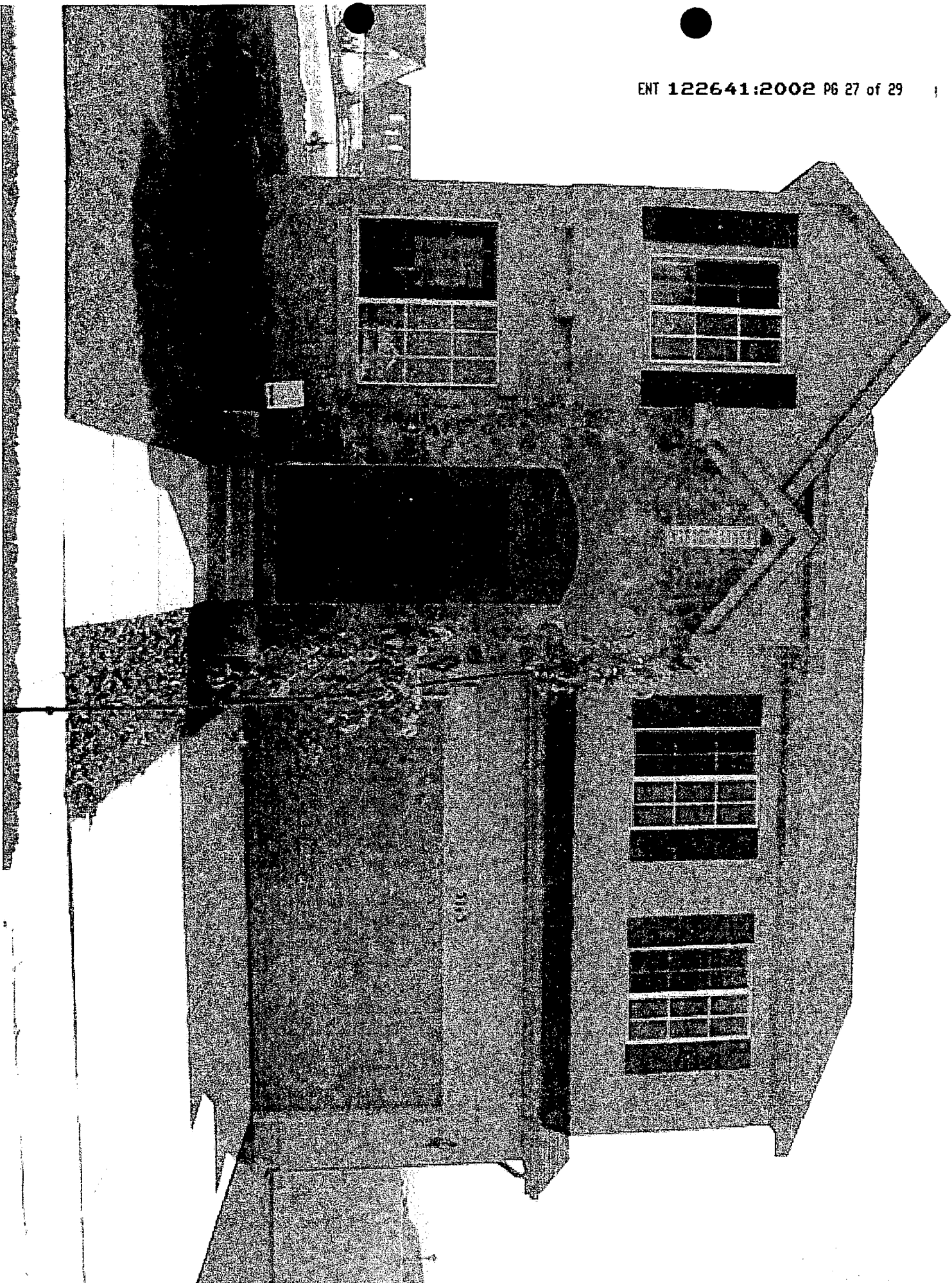
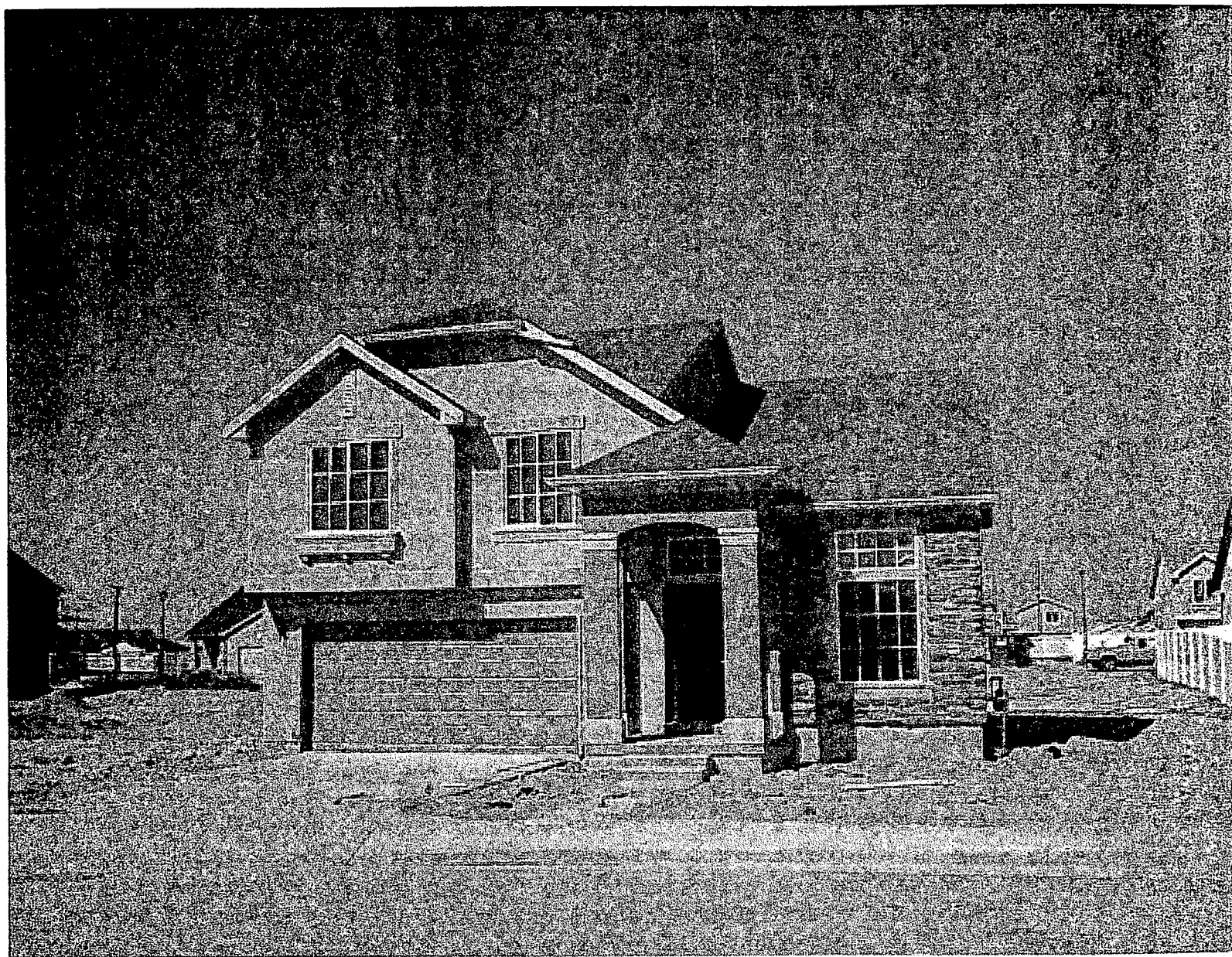


EXHIBIT “E”



Maple Elevation A @ Sunset







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