

No Fee

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of this ~~August~~^{September} 25th day of 2000 between Legacy Properties and Investments, L.C., a Utah limited liability company, by and through Reed Swenson and John Heiner, Members, (hereinafter the "Developer"), and the Town of Cedar Hills, a political subdivision of the State of Utah, by and through the Town Council, (the "Town").

RECITALS:

WHEREAS, Developer owns or has a contract to purchase real property located within the incorporated Town of Cedar Hills, Utah (the "Property") described in Exhibit "A" attached hereto, which is located within the Town's H-1 Hillside zone.

WHEREAS, Developer is desirous of subdividing and improving the Property for the construction of single family dwellings under the Town's zoning ordinance and has received conditioned preliminary approval for a development on the site to be called Canyon Heights at Cedar Hills, Plat B ("Plat B"), shown on Exhibit "B".

WHEREAS, Due to the size and density of the development proposed by the Developer, the Town is desirous of insuring, through this agreement, that the health, safety, and general welfare of Town residents is protected through adequate transportation development, open space development, and utility line development.

WHEREAS, Acting pursuant to its authority under Utah Code Annotated, §10-9-101, et seq., and after all required public notice and hearings, the Town, in the exercise of its legislative discretion, has elected to process Canyon Heights in a manner resulting in the negotiation, consideration and approval of this Development Agreement and has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of the Town.

NOW, THEREFORE, in consideration of the premises above and the terms and conditions set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Developer hereby agree as follows:

TERMS AND CONDITIONS

ENT 79611:2000 PG 1 of 72
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:15 am FEE 0.00 BY ML
RECORDED FOR CEDAR HILLS CITY

1. Development of the Property.

1.1 Overall Density. The Town agrees that Plat B shall be developed pursuant to the PRD portions of the H-1 zone, whereby density is set based upon a slope analysis. Developer has completed a slope analysis for the overall property (Exhibit "C") and has determined the overall density for Plat B to be 48 total units over approximately 60.94 acres, for a total density of 0.79 units/acre. The density consists of 48 standard single-family detached lots in Canyon Heights at Cedar Hills, Plat B (shown on Exhibit "D") (referred to herein as "Plat B").

1.2 Layout & Design.

1.2.1 The Town and Developer acknowledge that the Preliminary Plan for the first three phases for the development of the entire project (Exhibit "B") has been approved as a PRD by the Town Council in accordance with Town ordinances. The Town Council acknowledges that, by virtue of the granting of preliminary plan approval, the layout and design either conform to Town standards or have been granted a waiver of compliance thereto.

1.2.2 The Town acknowledges that the portion of the project submitted for final approval as Plat B constitutes a logical sub-phase of the total project area.

1.2.3 The Developer further agrees that all requests for final approval of subsequent phases of the development of the project shall be in substantial compliance with the approved preliminary plan for the first three phases, unless otherwise approved by the Town, except as follows:

(a) A portion of the approved preliminary plan occupies territory not owned or controlled by the Developer (Ekins Parcel). In the event that arrangements for inclusion of the Ekins property as part of the project area are not completed, the Developer agrees to modify the preliminary plan to provide for the placement of the road within property located within the preliminary plan.

2. **Park and Open Space.**

2.1 Park Land Dedication. The Developer agrees to convey park land and open space to the Town in conformance with the attached "Open Space and Park Land Agreement" (Exhibit E").

2.2 Park Land Impact Fees. Other than any exceptions or credits granted in the attached "Open Space and Park Land Agreement," Developer agrees to pay all park land impact fees pursuant to Town ordinances in place at the time of payment.

2.3 Open Space. The Developer and Town agree that the open space provided for within Plat B, as provided in the "Open Space and Park Land Agreement," is adequate to meet Town ordinance requirements of a minimum of 30% open space within Plat B of the project area. Open Space requirements are satisfied pursuant to the "Open Space and Park Land Agreement."

3. **Traffic Safety.**

In the interest of providing for traffic-safety within project streets, the Developer and Town agree that the Town engineer shall review safety concerns along roadways within Plat B, paying particular attention to potential speeding areas and potential pedestrian-automobile conflict areas. Following said review, the engineer shall reasonably determine if any traffic-calming devices are appropriate within Plat B, and if so, the type of traffic-calming devices and the desired location for any such traffic-calming devices. If the Town Engineer determines that the construction of traffic-calming devices within Plat B is necessary, then

Developer shall provide a bond for the required traffic-calming devices, provided that in no event shall Developer be required to construct more than three (3) traffic-calming devices within Plat B.

4. Utilities.

4.1 Utility Extensions. Developer agrees to attach to existing utilities including water, sewer, and pressurized irrigation, and to make provision for underground cable utility conduit and Town utility conduit pursuant to Town Engineer requirements and Town specifications. All extensions are to conform with requirements of the Town Engineer.

4.2 Upper Pressure Zone. Notwithstanding any approvals for final platting of Plat B, Town and Developer agree that prior to any development within the Property that is located within the Town's upper pressure zone for the water system (Map shown on Exhibit "F"), Developer shall construct or cause to be constructed and attached to the Town's existing water system, those facilities necessary to provide storage capacity and water pressure to the upper elevations within the Property.

4.3 Storm Drainage. Developer agrees to retain all storm-drainage within the project area or specified and approved areas outside the project. Storm drain detention basins shall be constructed so as to be included within lot areas. The Developer agrees to grant storm drain easements for those detention areas within approved lots.

5. Impact Fees.

Developer agrees to pay for all Town-imposed impact fees as follows:

5.1 South Aqueduct Sewer Impact Fee. Pursuant to the provisions of the First Amendment to Sewer Reimbursement Agreement between the Town and Property Reserve, Inc. ("PRI") dated 16 March, 1998, the Town does hereby issue a "Connection Credit" to each of the 48 residential units within Plat B, and any sewer impact fee attributable to any of the lots within Plat B shall be deemed to have been paid in advance by PRI. At the request and agreement of Developer and PRI, Town hereby agrees to charge and collect from the lot owners within Plat B and reimburse to PRI the south aqueduct sewer impact fee which has been prepaid by PRI in the amount of \$586 per lot, less such collection charge as the Town and PRI agree upon. The Town shall collect the \$586 south aqueduct sewer impact fee at the time of the issuance of a building permit for each residential lot within Plat B.

5.2 Other sewer fees. Developer acknowledges that the above \$586 per connection fee applies only to the Town imposed impact fee and shall not be construed to include the impact fee imposed by the Timpanogos Special Service District (TSSD) which is currently \$1000/equivalent residential unit, or Town connection or inspection fees which are assessed at the time of issuance of a building permit (currently \$35).

5.3 Water Impact Fee. Town and Developer agree to the following:

5.3.1 The Town and Developer mutually agree that all portions of Plat B are within the "Adjustment Area" as defined in that certain agreement between the Town and PRI entitled Disconnection and Development Agreement, dated 29 December, 1995. Accordingly, the culinary water impact fee in the amount of \$547 per lot will be assessed and collected by the Town at the time of the issuance of a building permit by the Town for each lot within Plat B, and \$448 of each such culinary water impact fee will be paid to PRI by the Town in accordance with that certain agreement between the Town and PRI entitled Water Tank Expansion Reimbursement Agreement, dated 18 July, 1996.

5.3.2 Developer acknowledges that the above provisions pertaining to the payment of the culinary water impact fee shall not be construed to include a waiver of the additional and separate water connection or inspection fees or any other fees and charges assessed by the Town at the time of issuance of a building permit.

5.4 All others. Developer agrees that the Town shall be entitled to collect all other impact fees as they currently exist or may be amended or added by Town ordinance.

6. **Conditions, Covenants, and Restrictions.**

The attached CCR's for Canyon Heights at Cedar Hills, Plat B (Exhibit "G") have been reviewed and approved by the Town and are hereby incorporated into this agreement and will be recorded concurrently with recording of the final plats for Canyon Heights at Cedar Hills, Plat B.

7. **Fire Safety Requirement.**

Due to the high level of fire hazard presented by the hillside, particularly the slope of the Property, the existing and future vegetation, the direction the slope faces, the number of fire days in the area, and the windy conditions that are prevalent in the area, Developer agrees that no homes which border along the eastern-most boundary of the Property shall be constructed with readily combustible exterior finishes including, but not limited to: wood shingles, wood soffits and fascia or wood siding.

8. **Successors and Assigns.**

8.1 Binding Effect. This Agreement shall be binding on the successors and assigns of Developer in the ownership or development of any portion of the Project. Notwithstanding the foregoing, a purchaser of the Project or any portion thereof shall be responsible for performance of Developer's obligations hereunder as to the portion of the Project so transferred.

8.2 Transfer of Project. Developer shall be entitled to sell or transfer any portion of the Project subject to the terms of this Agreement upon written notice to the Town. In the event of a sale or transfer of the Project, or any portion thereof, the seller or transferor and the buyer or transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such transfer an agreement satisfactory to the Town is executed by the Town, the Developer, and transferee, which delineates and allocates each obligation between Developer and transferee and in which the transferee acknowledges the

existence of this Agreement and agrees to be bound thereby. Any such agreement shall be signed by the buyer or transferee, notarized, and delivered to the town Clerk immediately following the transfer or sale. In such event, the buyer or transferee of the parcel so transferred shall be fully substituted as Developer under this Agreement and Developer shall be released from any further obligations under this Agreement as to the parcel so transferred.

8.3 Sale of Platted Lots. Notwithstanding Paragraph 8.2, Developer shall not be required to notify Town with regard to the sale or transfer to bonafide purchasers of lots (i) for which final plats have been approved and recorded in accordance with this Agreement and (ii) which are intended for single family residential use.

9. Default.

9.1 Events of Default. Upon the happening of one or more of the following events or conditions Developer shall be in default ("Default") under this Agreement:

(1) A warranty, representation or statement made or furnished by Developer under this Agreement, including any Exhibits attached hereto, is intentionally false or misleading in any material respect when it was made.

(2) A determination by Town made upon the basis of substantial evidence following a periodic review under Paragraph 10.14 that Developer has not complied in good faith with one or more of the material terms or conditions of this Agreement.

(3) Any other event, condition, act or omission which material interferes with the intent and objectives of this Agreement.

9.2 Procedure Upon Default.

(1) Upon the occurrence of a Default, Town shall give Developer thirty (30) days written notice specifying the nature of the alleged default and, when appropriate, the manner in which said Default must be satisfactorily cured. After proper notice and expiration of said thirty (30) day cure period without cure, Town shall hold a public hearing which has been noticed by publication and for which notice has been expressly provided to Developer. Thereafter, Town may declare Developer to be in breach of this Agreement and may take the actions specified in Paragraph 9.3 herein. Failure or delay in giving notice of Default shall not constitute a waiver of any Default, nor shall it change the time of Default.

(2) Town does not waive any claim of defect in the performance by Developer if on any periodic review Town does not propose to modify or terminate this Agreement.

(3) If any Default or inability to cure a Default is caused by strikes, lockout, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other similar causes beyond the reasonable control of the party who has the obligation to perform, then the

performance by such party shall be excused for the period during which any such event has prevented, delayed or stopped any required performance or effort to cure a Default.

(4) An express repudiation, refusal or renunciation of this Agreement, if the same is in writing and signed by Developer, shall be sufficient to terminate this Agreement and a hearing on the matter shall not be required.

9.3 Breach of Agreement. Upon a Default as set forth in Paragraphs 9.1 and 9.2, Town may declare Developer to be in breach of this Agreement and Town may draw upon the Developer's bond placed with the Town to complete the improvements which Developer has not completed as required by this Agreement. Notwithstanding the rights guaranteed by this Paragraph 9.3, Town may pursue whatever additional remedies it may have at law or in equity. If Town brings legal action against Developer or the issuer of the bond, and if Town is successful in such litigation, Developer shall pay Town's costs and attorney's fees. The waiver of any one or more breaches of this Agreement shall not constitute a waiver of the remaining terms thereof.

10. General Terms and Conditions

10.1 No Recording of Agreement. This Agreement shall not be recorded in the Office of the Recorder of Utah County, Utah.

10.2 Construction of Agreement. This Agreement shall be construed so as to effectuate its public purpose of ensuring that the required improvements and facilities are timely provided for the benefit of the ultimate purchasers of lots in the project and to protect health, safety, and welfare of the citizens of Town.

10.3 Duration. The terms of this Agreement shall commence on, and the effective date of the Agreement shall be, the effective date of the execution of this Agreement. The term of this Agreement shall extend until the obligations and requirements herein are completed in conformance with Town subdivision, construction, and bonding requirements.

10.4 State and Federal Law. The Parties agree, intend and understand that the obligations imposed by this Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of the Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of the Agreement shall remain in full force and effect.

10.5 Enforcement. The parties to this Agreement recognize that Town has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event that Developer violates the rules, policies, regulations or ordinances of the Town or violates the terms of this Agreement, Town may, without declaring a Default hereunder or electing to seek an injunction, and after fifteen (15) days written notice to correct the violation (or such longer period as may be established in the discretion of Town or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such fifteen (15) days and is continuing to use its reasonable

best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. Town shall be free from any liability arising out of the lawful exercise of its rights under this paragraph.

10.6 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions as to bind Town by making any promise or representation not contained herein.

10.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Agreement.

10.8 Attorneys Fees. Should any party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, or in any legal proceedings whatsoever pertaining to this Agreement, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses reasonably incurred in connection therewith. Should any judgment or final order be issued in any proceeding, said reimbursement shall be specified therein.

10.9 Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To Town: Mayor 3925 W. Cedar Hills Drive Cedar Hills, UT 84062	With copies to: Stan R. Smith, Esq. P.O. Box 727 American Fork, UT 84003
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To Developer: Legacy Properties and Investments, L.C.
 1402 West State Road
 Pleasant Grove, UT 84062

10.10 Applicable Law. This Agreement is entered into under and pursuant to, and is to be constructed and enforceable in accordance with, the laws of the State of Utah.

10.11 Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party with seven (7) days of receipt of said facsimile copy.

10.12 Hold Harmless. Developer agrees to and shall hold Town, its officers, agents, employees, consultants, special counsel and representatives harmless from liability for damages,

just compensation restitution, judicial or equitable relief arising from the direct or indirect operations of Developer or its contractors, subcontractors, agents, employees or other persons acting on its behalf which relate to the Project.

10.12.1 Exceptions to Hold Harmless. The agreements of Developer in Paragraph 11.12 shall not be applicable to (i) any claim arising by reason of the negligence or intentional actions of Town, or (ii) attorneys' fees under Paragraph 10.8 herein.

10.12.2 Hold Harmless Procedures. Town shall give written notice of any claim, demand, action or proceeding which is the subject of Developer's hold harmless agreement as soon as practicable but not later than thirty (30) days after the assertion or commencement of the claim, demand, action or proceeding. If any such notice is given, Developer shall be entitled to participate in the defense of such claim. Each party agrees to cooperate with the other in the defense of any claim and to minimize duplicate costs and expenses.

10.13 Relationship of Parties. The contractual relationship between Town and Developer arising out of this Agreement is one of independent contractor and not agency. This Agreement does not create any third party beneficiary rights. It is specifically understood by the parties that: (i) all rights of action and enforcement of the terms and conditions of this Agreement shall be reserved to Town and Developer; (ii) the Project is a private development; (iii) Town has no interest in or responsibilities for or duty to third parties concerning any improvements to the Property, unless Town accepts the improvements pursuant to the provisions of this Agreement or in connection with final subdivision plat approval; and (iv) Developer shall have the full power and exclusive control of the Property subject to the obligations of Developer set forth in this Agreement.

10.14 Annual Review. Town shall review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If Town finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, Town may declare Developer to be in Default as provided in Article 10 herein. Town's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any party as a Default under this Agreement by Developer or Town.

10.15 Institution of Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach of this Agreement, to specifically enforce any covenants or agreements set forth in this Agreement or to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fourth District Court, State of Utah, or in the Federal District Court for the District of Utah.

10.16 Title and Authority. Developer expressly warrants and represents to Town that it is the record owner of, or has an agreement to purchase the Property constituting the Project, and further represents and warrants, together with the undersigned individual, that the undersigned individual has full power and authority to enter into this Agreement on behalf of the Developer.


Developer and the undersigned individual understand that Town is relying on such representations and warranties in executing this Agreement.

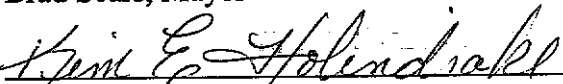
10.17 Headings for Convenience. All headings and captions used herein are for convenience only and are of no meaning in the interpretation or effect of this Agreement.

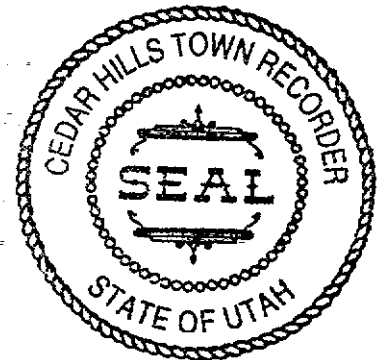
10.18 Exhibits Incorporated. All exhibits to this Agreement are incorporated herein and made a part hereof as if fully set forth herein.

IN WITNESS WHEREOF, this Development Agreement has been executed by Town, acting by and through the Town Council, pursuant to Council authorization given on August, 2000, authorizing such execution, and by a duly authorized representative of Developer as of the above-stated date.

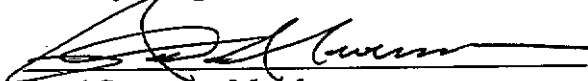
TOWN: TOWN OF CEDAR HILLS

By: 
Brad Sears, Mayor

Attest: 
Kim E. Holindrake, Town Clerk



DEVELOPERS: LEGACY PROPERTIES AND INVESTMENT, L.C., a Utah limited liability company

By: 
Reed Swenson, Member

By: 
John Heiner, Member

EXHIBITS

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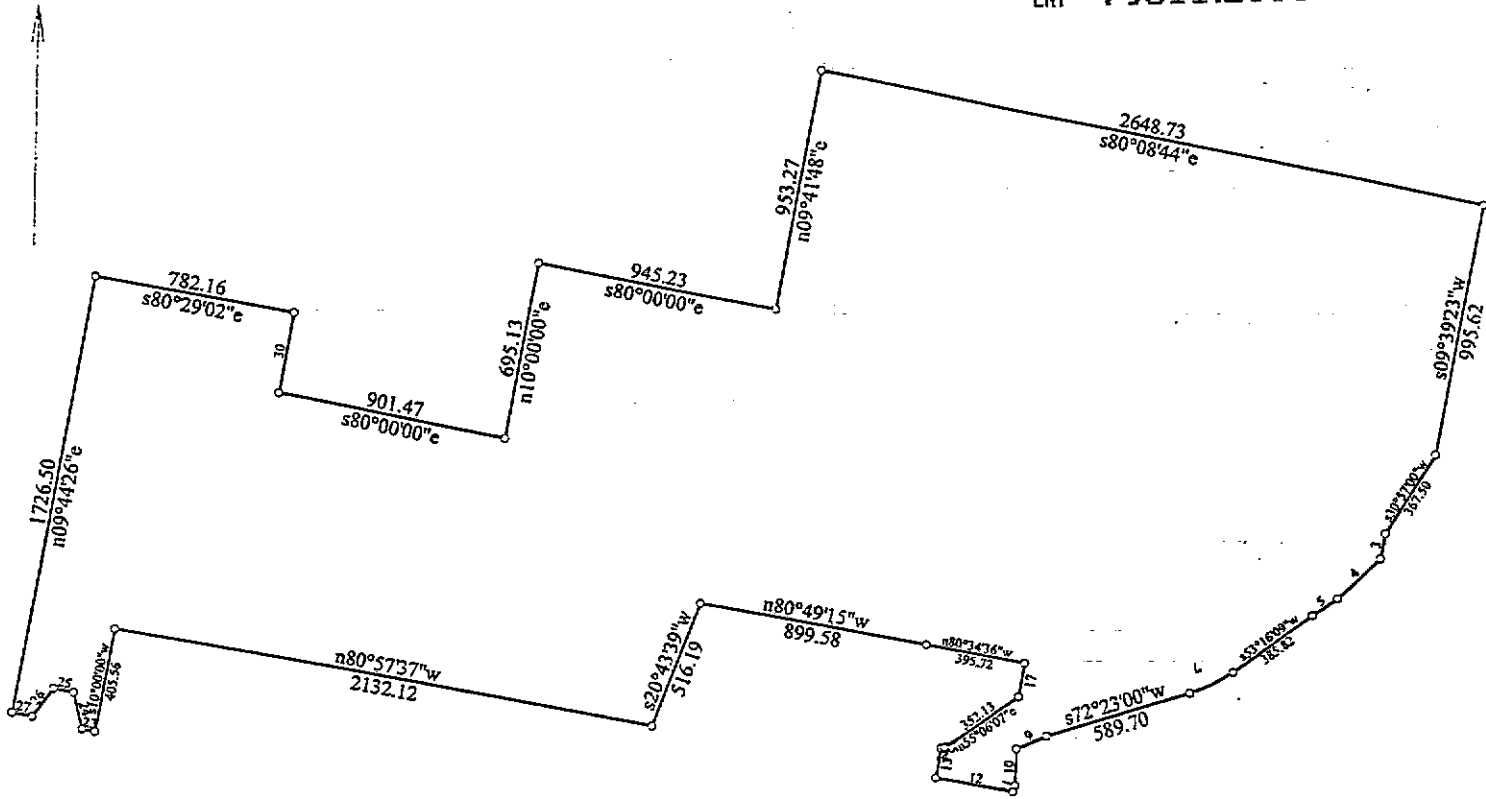
- Exhibit A Legal Description of Entire Property
- Exhibit B Preliminary Plat for Canyon Heights
- Exhibit C Slope Analysis
- Exhibit D Final Plat for Canyon Heights at Cedar Hills, Plat B
- Exhibit E Open Space and Park Land Agreement
- Exhibit F Upper Water Pressure Zone Area
- Exhibit G CCR's for Canyon Heights at Cedar Hills, Plat B

EXHIBIT

A

SOUTH PROJECT LEGAL DESCRIPTION

COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH; THENCE S. 09°39'23" W. A DISTANCE OF 995.62 FEET; THENCE S. 30°57'00" W. A DISTANCE OF 367.50 FEET; THENCE S. 10°21'00" W. A DISTANCE OF 97.10 FEET; THENCE S. 45°37'00" W. A DISTANCE OF 229.70 FEET; THENCE S. 53°16'44" W. A DISTANCE OF 116.90 FEET; THENCE S. 53°16'09" W. A DISTANCE OF 385.82 FEET TO A POINT OF CURVATURE OF A 540.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY A DISTANCE OF 189.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 20°08'45", SUBTENDED BY A CHORD THAT BEARS S. 62°37'54" W. A DISTANCE OF 188.89 FEET; THENCE S. 72°23'00" W. A DISTANCE OF 589.70 FEET; THENCE S. 64°31'00" W. A DISTANCE OF 125.90 FEET; THENCE S. 01°20'00" W. A DISTANCE OF 145.10 FEET; THENCE S. 17°06'00" W. A DISTANCE OF 27.12 FEET; THENCE N. 80°57'37" W. A DISTANCE OF 309.70 FEET; THENCE N. 09°10'50" E. A DISTANCE OF 121.66 FEET; THENCE S. 80°49'10" E. A DISTANCE OF 14.28 FEET; THENCE N. 13°10'58" W. A DISTANCE OF 5.05 FEET; THENCE N. 55°06'07" E. A DISTANCE OF 352.13 FEET; THENCE N. 09°10'45" E. A DISTANCE OF 132.05 FEET; THENCE N. 80°34'36" W. A DISTANCE OF 395.72 FEET; THENCE N. 80°49'15" W. A DISTANCE OF 899.58 FEET; THENCE S. 20°43'39" W. A DISTANCE OF 516.19 FEET; THENCE N. 80°57'37" W. A DISTANCE OF 2132.12 FEET; THENCE S. 10°00'00" W. A DISTANCE OF 405.56 FEET; THENCE N. 80°00'00" W. A DISTANCE OF 50.00 FEET; THENCE N. 15°24'36" W. A DISTANCE OF 143.90 FEET; THENCE N. 80°00'00" W. A DISTANCE OF 80.00 FEET; THENCE S. 36°33'55" W. A DISTANCE OF 134.16 FEET; THENCE N. 80°00'00" W. A DISTANCE OF 79.05 FEET; THENCE N. 09°44'26" E. A DISTANCE OF 1726.50 FEET; THENCE S. 80°29'02" E. A DISTANCE OF 782.16 FEET; THENCE S. 09°40'29" W. A DISTANCE OF 314.63 FEET; THENCE S. 80°00'00" E. A DISTANCE OF 901.47 FEET; THENCE N. 10°00'00" E. A DISTANCE OF 695.13 FEET; THENCE S. 80°00'00" E. A DISTANCE OF 945.23 FEET; THENCE N. 09°41'48" E. A DISTANCE OF 953.27 FEET; THENCE S. 80°08'44" E. A DISTANCE OF 2648.73 FEET TO THE POINT OF BEGINNING, CONTAINING 208.17 ACRES, MORE OR LESS.



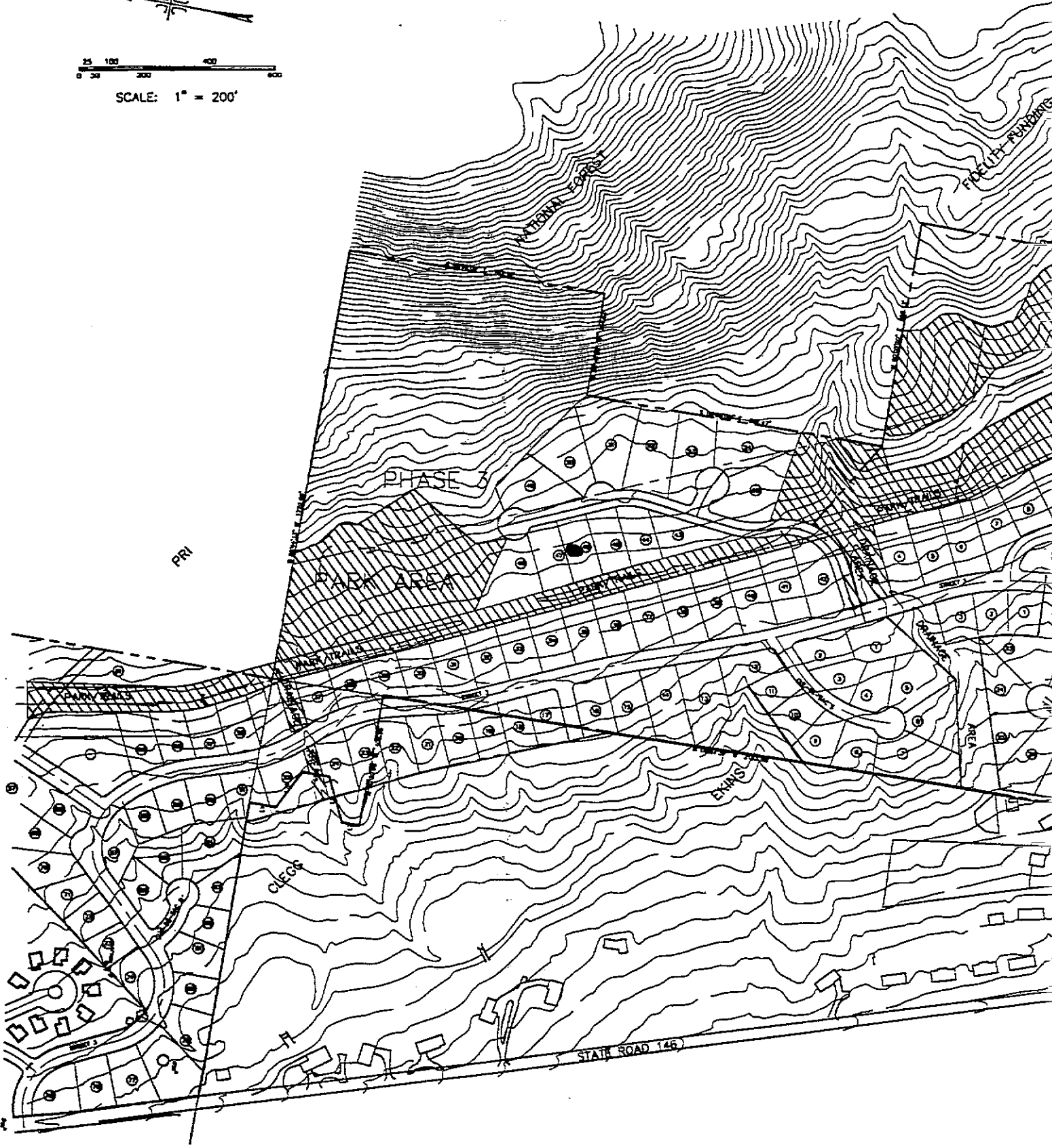
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Scale: 1 inch = 750 feet	File:	
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009=s64.3100w 125.90	021=n80.5737w 2132.12	033=s80.0000e 945.23
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012=n80.5737w 309.70	024=n15.2436w 143.90	

EXHIBIT

B



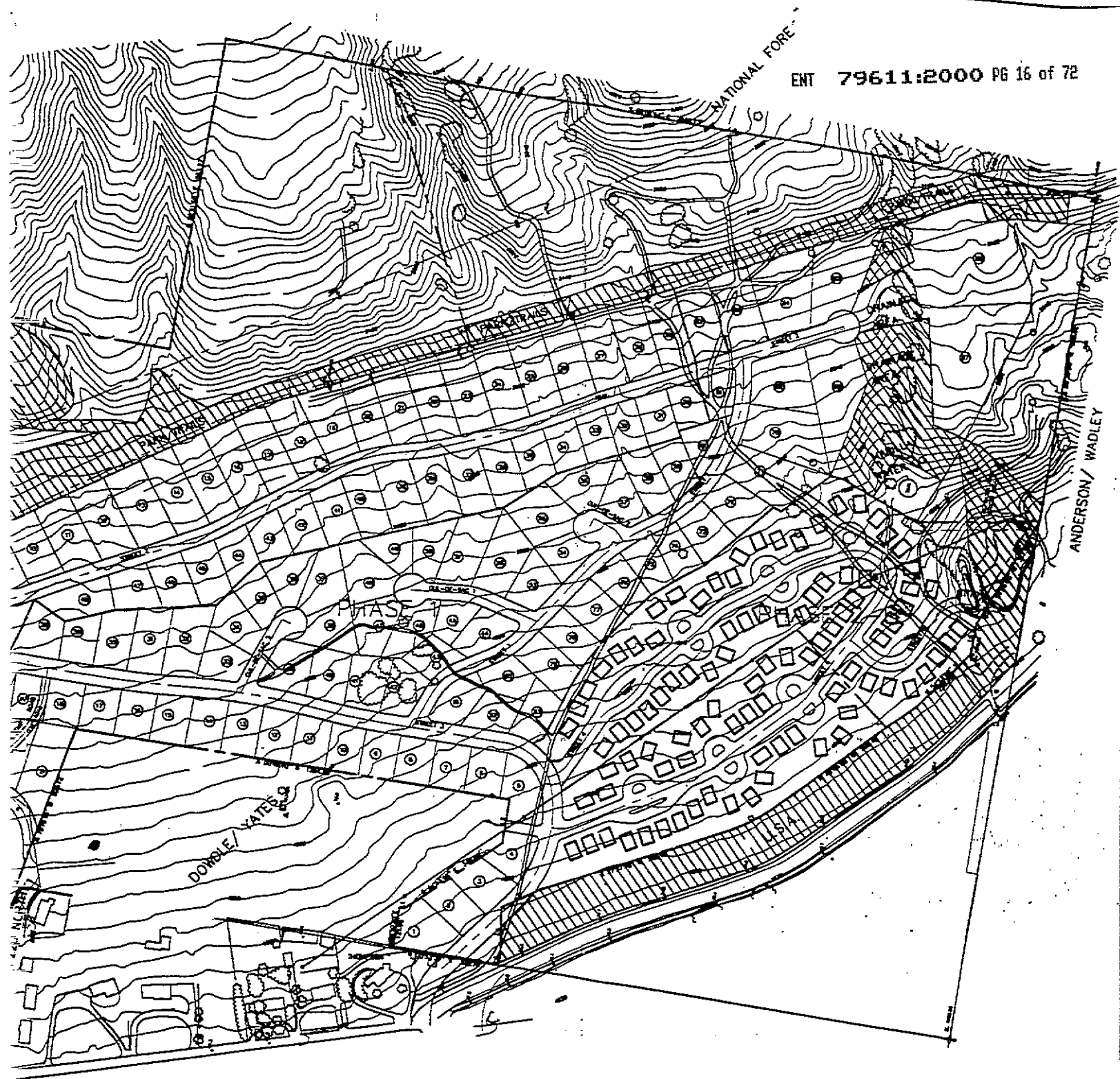
SCALE: 1" = 200'



6			DESIGNED BY:		DATE:
5			DRAWN BY:		DATE:
4			CHECKED BY:		DATE:
3			APPROVED:		DATE:
2			CDG FILE:		DATE:
1			REV. CDG FILE:		DATE:
NO.	REVISIONS	BY	DATE	MAING-PROJECT-ALL-AMERICAN-PHASE-IV-MIDLAND 11-8-99 11:03:43 AM CST	



HUBBLE ENGINEERING, INC
 ENGINEERING-SURVEYING-PLANNING



- PHASE 1 = 83 LOTS
- PHASE 1 = 36 COTTAGES
- PHASE 2 = 49 LOTS
- PHASE 2 = 58 COTTAGES
- PHASE 3 = 55 LOTS (SOUTH AREA ONLY)

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED IN ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH HUBBLE ENGINEERING, INC.

1471 N. 1200 W.
 OREM, UTAH 84057
 (801) 802-8992

THE CANYONS

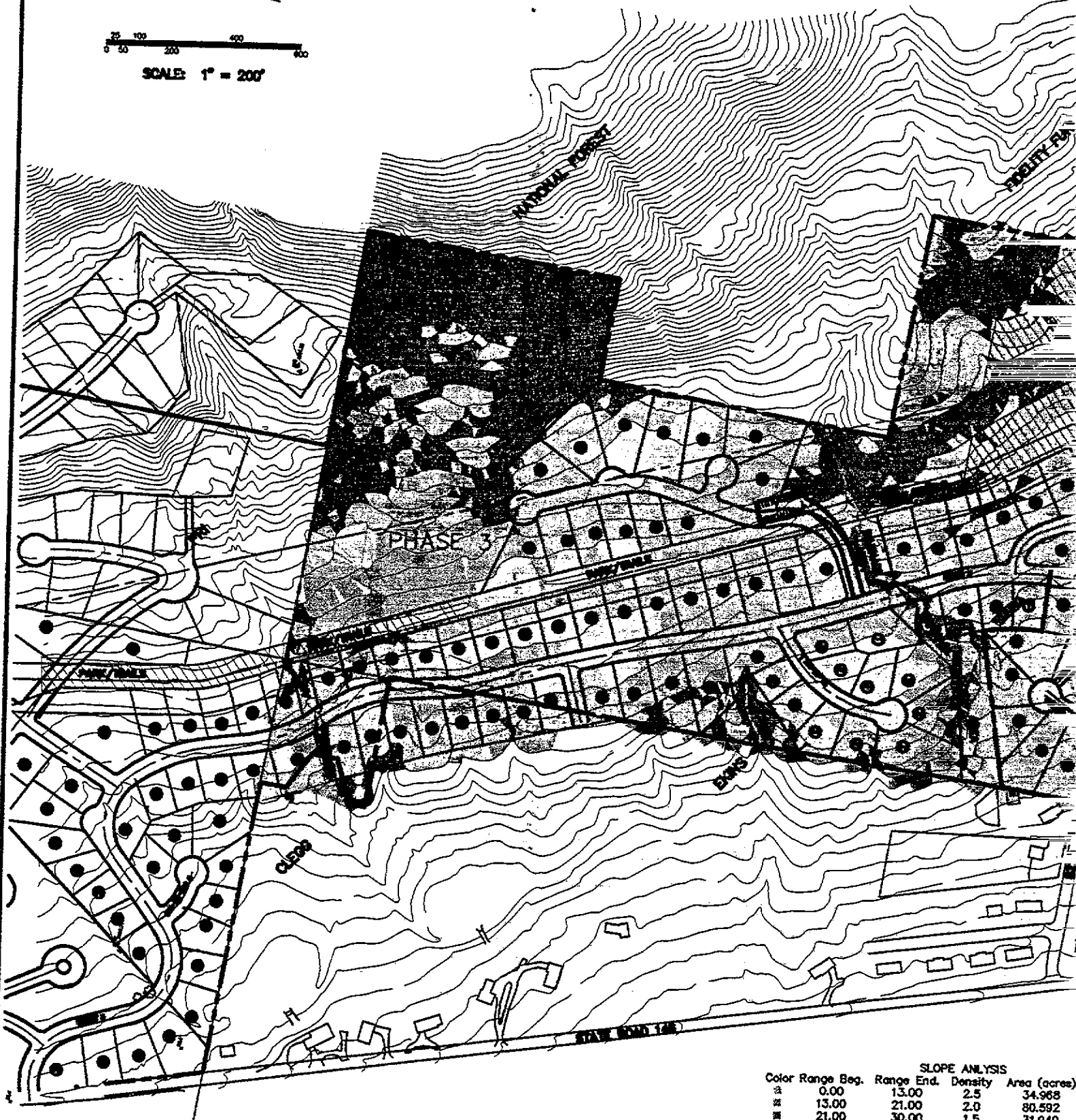
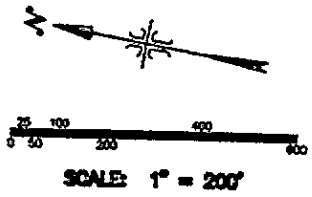
ALL AMERICAN DEVELOPMENT

PRELIMINARY PLAT

JOB NO.
 3-98-972
 SHEET NO.
 2

EXHIBIT

C



SLOPE ANALYSIS

Color	Range	Req.	Range	End.	Density	Area (acres)
⊘	0.00		13.00		2.5	34.968
⊘	13.00		21.00		2.0	80.592
⊘	21.00		30.00		1.5	31.940
⊘	30.00		500.00		0.2	47.137

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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HUBBLE ENGINEERING, INC.
ENGINEERING—SURVEYING—PLANNING



- PHASE 1 = 82 LOTS
- PHASE 1 = 30 COTTAGES
- PHASE 2 = 48 LOTS
- PHASE 2 = 60 COTTAGES
- PHASE 3 = 55 LOTS (SOUTH AREA ONLY)

Wellings units
 87
 161
 48
 9

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED FOR ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH HUBBLE ENGINEERING, INC.

1. N. 1200 W.
 4. UTAH 84057
 5. 802-8992

CANYON HEIGHTS AT CEDAR HILLS

ALL AMERICAN DEVELOPMENT

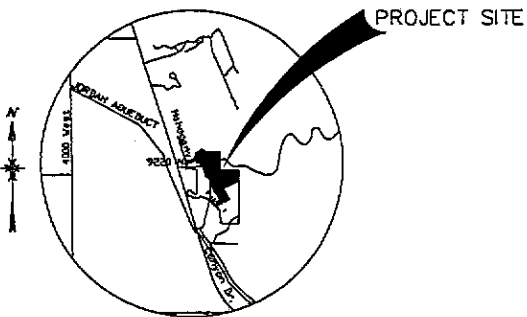
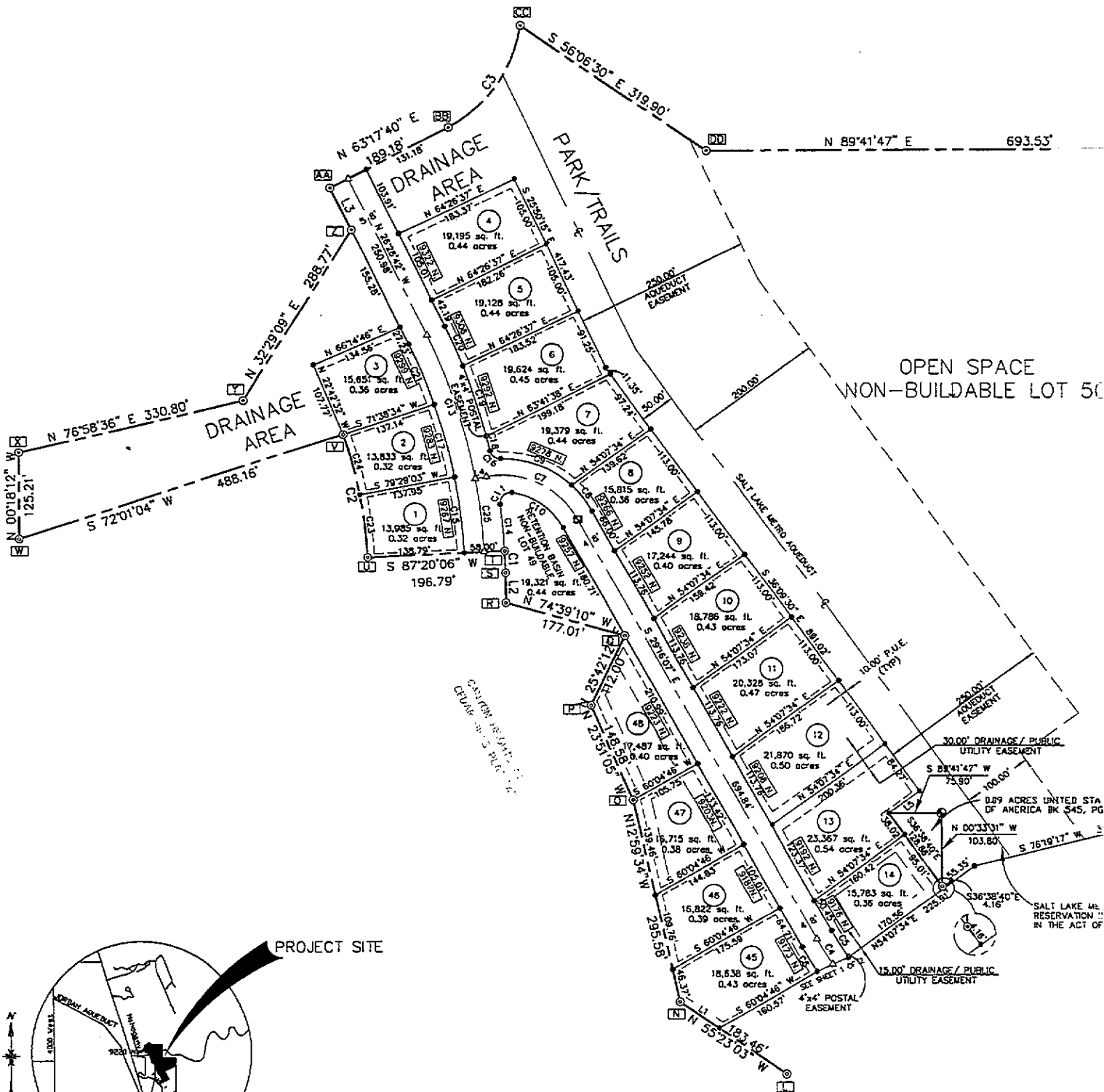
SLOPE ANALYSIS

JOB NO.

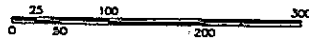
SHEET NO.

EXHIBIT

D



TOWN OF CEDAR HILLS
VICINITY MAP
-NTS-



SCALE: 1" = 100'

Curve Table					
No.	Radius	Length	Chord Dist.	Chord Brg.	Delta
C1	829.00'	32.62'	32.62'	N 01°56'49" W	2°15'17"
C2	632.00'	182.27'	182.13'	N 10°56'59" W	16°34'09"
C3	200.00'	184.66'	178.17'	N 35°29'47" E	52°54'05"
C5	476.00'	45.91'	44.99'	S 31°58'39" E	5°25'04"
C6	524.00'	40.32'	40.31'	S 31°28'22" E	4°24'31"
C7	124.00'	154.62'	144.80'	N 64°58'29" W	71°26'48"
C8	148.00'	47.69'	47.49'	N 38°30'02" W	18°27'51"
C9	148.00'	111.89'	109.24'	N 69°23'25" W	43°18'55"
C10	100.00'	92.31'	89.07'	N 55°42'48" W	52°33'23"
C11	15.00'	27.65'	23.90'	S 45°02'16" W	105°36'29"
C13	800.00'	219.64'	218.95'	N 18°34'47" W	15°43'49"
C14	828.71'	67.95'	67.93'	N 05°25'20" W	4°41'53"
C15	771.00'	110.56'	110.47'	N 07°12'47" W	8°12'59"
C18	15.00'	20.40'	18.86'	S 52°10'09" E	77°55'17"
C17	771.00'	110.00'	109.91'	N 15°24'31" W	8°10'28"
C18	829.00'	22.78'	22.78'	N 13°59'44" W	1°34'28"
C19	829.00'	105.89'	105.82'	N 18°26'32" W	7°19'07"
C20	829.00'	62.84'	62.83'	N 24°16'25" W	4°20'36"
C21	771.00'	93.51'	93.45'	N 22°58'13" W	6°56'57"
C22	632.00'	49.85'	49.84'	N 21°29'38" W	4°31'10"
C23	631.92'	91.60'	91.52'	N 08°49'01" W	8°18'18"
C24	632.00'	91.17'	91.09'	N 15°06'06" W	8°15'54"
C25	800.00'	106.47'	106.39'	N 08°34'08" W	7°37'32"

Bearing Table		
No.	Bearing	Distance
L1	N 55°23'03" W	67.16'
L2	N 00°49'10" W	43.92'
L3	N 26°26'42" W	66.34'
L4	N 79°17'08" E	15.83'
L5	N 53°50'30" E	55.06'

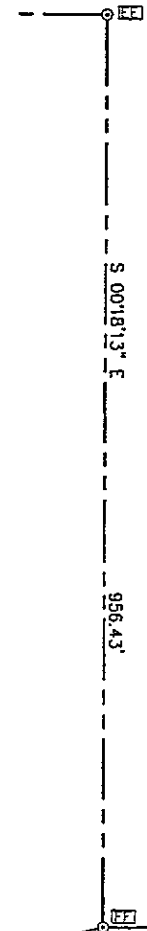
STATE PLANE COORDINATES
MULTIPLICATION FACTOR FOR CONVERTING
GROUND DISTANCES TO GRID DISTANCES SHOWN
ON THIS PLAT IS 0.9997103

NO.	NORTHING	EASTING
A	752,632.74	1,934,711.42
L	752,252.99	1,933,171.04
N	752,357.18	1,933,020.10
O	752,645.11	1,932,953.68
P	752,780.96	1,932,893.62
Q	752,881.85	1,932,942.18
R	752,928.69	1,932,771.53
S	752,972.59	1,932,770.91
T	753,005.16	1,932,769.39
U	752,998.04	1,932,673.28
V	753,174.80	1,932,538.70
W	753,024.16	1,932,074.53
X	753,149.33	1,932,073.86
Y	753,223.86	1,932,396.06
Z	753,467.37	1,932,551.11
AA	753,528.54	1,932,520.69
BB	753,613.53	1,932,689.64
CC	753,758.54	1,932,793.07
DD	753,580.19	1,933,058.54
EE	753,583.84	1,933,751.86
FF	752,627.71	1,933,756.90

ENT 79611:2000 PG 22 of 72

LEGEND

- ⊠ SUBDIVISION MONUMENT
- ⊙ FOUND BRASS CAP
- ⊙ FOUND 5/8" IRON PIN
- ⊙ SET 5/8" IRON PIN WITH PLASTIC CAP, LS 333098
- ⊙ SET 1/2" IRON PIN WITH PLASTIC CAP, LS 333098 OR BRASS TAG IN CURB SET ON EXTENSION OF LOT LINE
- FOUND IRON PIN
- △ CALCULATED POINT NOT SET
- SECTION LINE
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- BUILDING ENVELOPE
- ⊙ (25) LOT NUMBER
- ⊙ (9227 N) LOT ADDRESS
- (2648.59') RECORD DATA



N 89°41'47" E 954.79'

POINT OF BEGINNING

EAST 1/4 SECTION 8, T5S, R2E, SLB&M.

S 00°08'47" E
2648.71'
(2648.59')

8 9

17 16 SOUTHEAST CORNER SECTION 8, T5S, R2E, SLB&M.

QUITAN AQUEDUCT SUBJECT TO THE TERMS OF RIGHT-OF-WAY AS STATED 30, 1890.

HUBBLE ENGINEERING, INC.
ENGINEERING-SURVEYING-PLANNING

1471 N. 1200 W.
DREM, UTAH 84057
(801) 802-8992



CANYON HEIGHTS AT CEDAR HILLS PLAT "B"

PLANNED RESIDENTIAL DEVELOPMENT
PAGE 2 OF 2

LEGEND

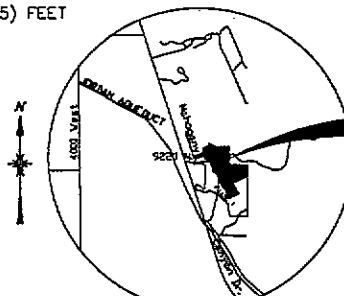
- ▣ SUBDIVISION MONUMENT
- ⊙ FOUND BRASS CAP
- ⊙ FOUND 5/8" IRON PIN
- ⊙ SET 5/8" IRON PIN WITH PLASTIC CAP, LS 333098
- ⊙ SET 1/2" IRON PIN WITH PLASTIC CAP, LS 333098 OR BRASS TAG IN CURB SET ON EXTENSION OF LOT LINE
- ⊙ FOUND 1/2" IRON PIN
- △ CALCULATED POINT NOT SET
- SECTION LINE
- PROPERTY BOUNDARY
- CENTERLINE
- RIGHT-OF-WAY
- PUBLIC UTILITY EASEMENT
- BUILDING ENVELOPE
- ⊙ LOT NUMBER
- ⊙ LOT ADDRESS
- ⊙ RECORD DATA

SALT LAKE METROPOLITAN AQUEDUCT SUBJECT TO THE RESERVATION IN PATENTS OF RIGHT-OF-WAY AS STATED IN THE ACT OF AUG. 30, 1890.

NOTE:

- 1) ALL LOTS SUBJECT TO CEDAR HILLS FENCE ORDINANCE
- 2) ALL LOTS SHALL HAVE THE FOLLOWING MINIMUM BUILDING SETBACK UNLESS OTHERWISE NOTED.
FRONT = THIRTY (30) FEET
SIDE = TWELVE (12) FEET
REAR = THIRTY (30) FEET
- 3) LOTS NO.'S 14, 43, 44, 47, 48 SHALL HAVE THE FOLLOWING MINIMUM SETBACKS.
FRONT = THIRTY (30) FEET
SIDE = TWELVE (12) FEET
REAR = TWENTY-FIVE (25) FEET
- 4) LOT NO. 30 SHALL HAVE THE FOLLOWING MINIMUM SETBACKS.
FRONT = THIRTY (30) FEET
SIDE = TEN (10) FEET
REAR = TWENTY-FIVE (25) FEET

No.	Bearing	Distance
L1	S 85°16'48" W	51.90'
L2	N 72°04'29" W	28.28'
L3	N 55°23'03" W	183.46'
L4	N 27°04'29" W	1.95'
L5	S 29°12'14" E	33.20'
L6	S 29°12'14" E	24.98'
L7	N 17°00'52" W	16.22'
L8	N 17°00'52" W	16.22'
L9	N 17°00'52" W	8.65'
L10	N 17°00'52" W	7.58'
L11	S 37°34'17" E	7.31'



TOWN OF CEDAR HILLS
VICINITY MAP
-NTS-

No.	Radius	Length	Chord Dist.	Chord Brg.	Delta
C2	2100.92'	78.07'	78.07'	N 28°08'22" W	2°07'45"
C3	2124.92'	7.12'	7.12'	N 27°10'15" W	0°11'31"
C4	2076.92'	7.12'	7.12'	N 27°10'23" W	0°11'47"
C5	2124.92'	71.85'	71.84'	N 28°14'07" W	1°56'14"
C6	2076.92'	70.06'	70.06'	N 28°14'15" W	1°55'58"
C7	1800.00'	382.94'	382.22'	S 23°06'33" E	12°11'22"
C8	1776.00'	79.76'	79.75'	S 27°55'03" E	2°34'23"
C9	1824.00'	51.54'	51.54'	S 28°23'40" E	1°37'08"
C10	1776.00'	105.09'	105.07'	S 24°56'09" E	3°23'25"
C11	1824.00'	100.03'	100.02'	S 26°00'50" E	3°08'32"
C12	1776.00'	100.46'	100.49'	S 21°37'12" E	3°14'32"
C13	1824.00'	100.28'	100.27'	S 22°52'04" E	3°09'00"
C14	1776.00'	92.53'	92.51'	S 18°30'25" E	2°59'05"
C15	1824.00'	105.91'	105.89'	S 19°37'45" E	3°19'36"
C16	1824.00'	30.29'	30.29'	S 17°28'25" E	0°57'05"
C17	500.00'	179.39'	178.43'	N 27°17'34" W	20°33'24"
C18	524.00'	93.03'	92.80'	N 22°06'01" W	10°10'18"
C19	476.00'	59.59'	59.55'	N 20°36'03" W	7°10'21"
C20	476.00'	106.89'	106.46'	N 30°36'28" W	12°50'30"
C21	524.00'	94.98'	94.85'	N 32°22'43" W	10°23'06"
C22	476.00'	4.51'	4.51'	N 37°18'00" W	0°32'33"
C23	500.00'	29.79'	29.79'	S 35°51'51" E	3°24'51"
C24	476.00'	23.97'	23.97'	S 38°07'44" E	2°53'06"
C25	524.00'	35.61'	35.62'	S 35°37'27" E	3°53'39"

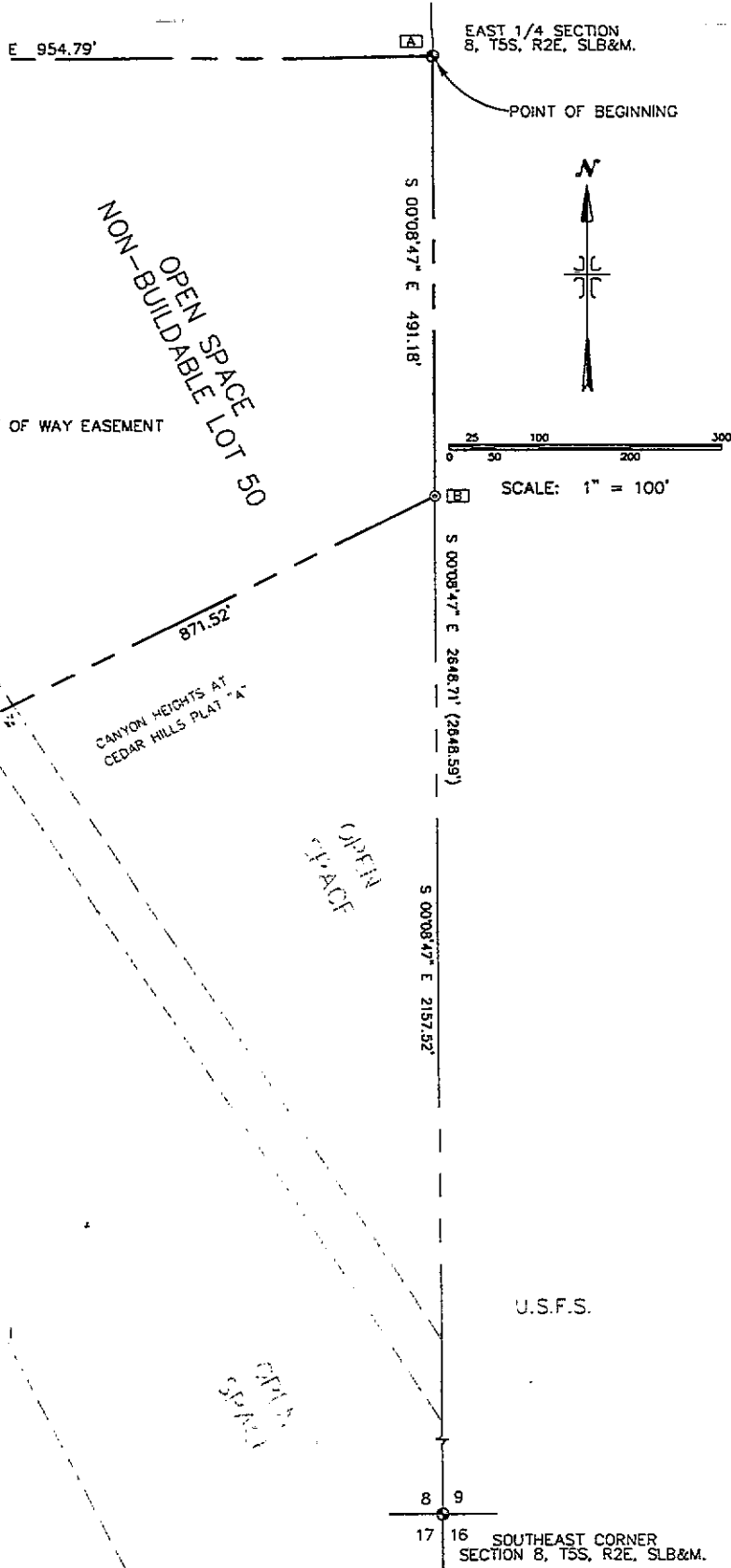
STATE PLANE COORDINATES
MULTIPLICATION FACTOR FOR CONVERTING GROUND DISTANCES TO GRID DISTANCES SHOWN ON THIS PLAN IS 0.9997103

NO.	NORTHING	EASTING
A	752,632.74	1,934,711.42
B	752,141.70	1,934,712.65
C	751,752.58	1,933,933.11
D	751,190.15	1,934,214.69
E	751,082.52	1,934,006.01
F	751,078.25	1,933,954.30
G	751,017.28	1,933,835.01
H	751,017.28	1,933,803.93
I	751,086.79	1,933,777.03
J	751,435.70	1,933,578.69
K	751,571.36	1,933,468.73
L	752,252.99	1,933,171.04
N	752,367.18	1,933,020.10
FF	752,627.71	1,933,756.90

HUBBLE ENGINEERING, INC.
ENGINEERING-SURVEYING-PLANNING

1471 N. 1200 W.
DREM, UTAH 84057
(801) 802-8992





SURVEYOR'S CERTIFICATE

I, GARY W. WIER DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 333098 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF SAID TRACT OF LAND SHOWN ON THIS 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 AS SHOWN ON THIS PLAT AND THAT THIS IS TRUE AND CORRECT.

DATE _____ GARY W. WIER, L.S.

BOUNDARY DESCRIPTION

A PARCEL OF LAND LYING WITHIN THE EAST 1/4 OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE EAST 1/4 CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE 500°00'47"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 491.18 FEET TO A POINT ON THE BOUNDARY OF CANYON HEIGHTS AT CEDAR HILLS PLAT "A", AS SHOWN ON THE OFFICIAL PLAT THEREOF, ON FILE WITH THE UTAH COUNTY RECORDERS OFFICE; THENCE THE FOLLOWING 20 CURVES AND DISTANCES ALONG SAID SUBDIVISION BOUNDARY, 1) S. 63°28'19" W. A DISTANCE OF 871.52 FEET; 2) THENCE S. 26°35'47" E. A DISTANCE OF 629.16 FEET; 3) THENCE S. 62°42'34" W. A DISTANCE OF 294.87 FEET; 4) THENCE S. 85°16'48" W. A DISTANCE OF 515.90 FEET; 5) THENCE S. 62°55'31" W. A DISTANCE OF 134.00 FEET; 6) THENCE N. 27°04'29" W. A DISTANCE OF 68.31 FEET; 7) THENCE N. 72°04'29" W. A DISTANCE OF 28.28 FEET; 8) THENCE N. 27°04'29" W. A DISTANCE OF 391.95 FEET; 9) THENCE N. 43°46'27" W. A DISTANCE OF 187.93 FEET; 10) THENCE N. 20°35'38" W. A DISTANCE OF 744.01 FEET; 11) THENCE N. 55°23'03" W. A DISTANCE OF 183.46 FEET; 12) THENCE N. 12°59'34" W. A DISTANCE OF 295.58 FEET; 13) THENCE N. 23°31'05" W. A DISTANCE OF 148.58 FEET; 14) THENCE N. 25°42'18" E. A DISTANCE OF 112.00 FEET; 15) THENCE N. 74°39'10" W. A DISTANCE OF 172.00 FEET; 16) THENCE N. 00°49'18" W. A DISTANCE OF 43.92 FEET TO A POINT OF CURVATURE TO THE LEFT; 17) THENCE NORTHWESTERLY A DISTANCE OF 32.62 FEET ALONG THE ARC OF A 829.00-FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 02°15'17", SUBTENDED BY A CHORD THAT BEARS N01°56'49"W. A DISTANCE OF 32.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; 18) THENCE S. 87°20'06" W. A DISTANCE OF 196.79 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT; 19) THENCE NORTHWESTERLY A DISTANCE OF 182.77 FEET ALONG THE ARC OF A 632.00-FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 16°34'09", A CHORD BEARING OF N. 10°56'59" W. A DISTANCE OF 182.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; 20) THENCE S. 72°01'04" W. A DISTANCE OF 488.16 FEET TO A POINT ON THE EAST BOUNDARY OF MAHOGANY ACRES PLAT "B", AS SHOWN ON THE OFFICIAL PLAT THEREOF, ON FILE WITH THE UTAH COUNTY RECORDERS OFFICE; THENCE N. 00°18'12" W. ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 125.21 FEET; THENCE N. 76°58'36" E. A DISTANCE OF 338.80 FEET; THENCE N. 32°29'09" E. A DISTANCE OF 288.77 FEET; THENCE N. 26°26'42" W. A DISTANCE OF 68.24 FEET; THENCE N. 63°17'40" E. A DISTANCE OF 189.18 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 184.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 52°54'05", A CHORD BEARING OF N. 35°29'47" E. A DISTANCE OF 178.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S. 95°06'30" E. A DISTANCE OF 319.90 FEET; THENCE N. 89°41'47" E. A DISTANCE OF 693.53 FEET; THENCE S. 00°18'13" E. A DISTANCE OF 956.43 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 8; THENCE N. 89°41'47" E. ALONG SAID MID SECTION LINE, A DISTANCE OF 954.79 FEET TO THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE UNITED STATES OF AMERICA, AS RECORDED JANUARY 13, 1950 AS ENTRY NO. 401 IN BOOK 545, AT PAGE 131, IN THE UTAH COUNTY RECORDERS OFFICE.

CONTAINING 60.94 ACRES OF LAND ENT 79611:2000 PG 24 of 72

OWNER'S DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND PUBLIC UTILITY EASEMENTS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC, THE OPEN SPACE AND DRAINAGE AREA PARCELS ARE NOT DEDICATED FOR THE PERPETUAL USE OF THE PUBLIC. DATED THIS _____ DAY OF _____ 20____

LEGACY PROPERTIES AND INVESTMENTS, L.C.

By: _____ MEMBER By: _____ MEMBER

ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF UTAH

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS _____ DAY OF _____, A.D. BY _____ IN HIS CAPACITY AS A MEMBER OF LEGACY PROPERTIES AND INVESTMENTS, L.C. WHO DULY ACKNOWLEDGED TO ME THAT SAID INSTRUMENT WAS EXECUTED BY HIS AUTHORITY.

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 HEREBY ACCEPTS THE DEDICATION OF ALL STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D.

APPROVED _____ ATTEST _____
ENGINEER (SEE SEAL BELOW) CLERK-RECORDER (SEE SEAL BELOW)

CANYON HEIGHTS AT CEDAR HILLS PLAT "B"
PLANNED RESIDENTIAL DEVELOPMENT
PAGE 1 OF 2

SCALE: 1" = 100 FEET UTAH COUNTY, UTAH

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

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS _____

CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

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

DIRECTOR-SECRETARY

CHAIRMAN, PLANNING COMMISSION

EXHIBIT

E

NO FCC

OPEN SPACE AND PARK LAND AGREEMENT

This Open Space and Park Land Agreement (this "Agreement"), made and entered into this ^{27th} day of ~~August~~ ^{September}, 2000, by and between The Town of Cedar Hills, Utah, a Utah Municipal Corporation (hereafter referred to as "Town") and Legacy Properties and Investments, L.C., a Utah Limited Liability Company (hereafter referred to as Applicant"), is based on the following:

RECITALS

1. On May 18, 1999, the Town Council acted to approve the preliminary development plan for the first three phases of the Canyon Heights at Cedar Hills PRD Project (hereafter referred to as the "Project") consisting of approximately 232 acres and containing: (1) a single family lot component (187 lots), (2) a footprint lot component (94 cottages), (3) certain common open space areas appurtenant to the Project, and (4) certain space intended to be conveyed to the Town for public park purposes.

2. The Applicant has proposed the conveyance of ownership of a portion of the Project's open space to the Town as the preferred method of open space preservation. Further, Applicant desires and is voluntarily requesting that the Town accept certain restrictive covenants as an encumbrance upon such open space.

3. The Applicant has now submitted a request for final approval of Canyon Heights at Cedar Hills Subdivision, Plat B (hereafter referred to as the "Phase Two"). Phase Two constitutes an approximately 60.94 acre portion of the Project and consists of 48 single-family lots, one open space nonbuildable lot, one drainage area nonbuildable lot, and one retention basin nonbuildable lot.

4. The Applicant and Town now desire to conclude and memorialize the more specific terms, conditions, responsibilities and understandings relating to: (1) the conveyance of the open space nonbuildable lot, the drainage area nonbuildable lot and the retention basin nonbuildable lot in Phase Two to the Town for the purposes set forth herein.

TERMS AND CONDITIONS

NOW THEREFORE, Applicant and Town covenant and agree as follows:

PART I.

PRESERVATION OF COMMON OPEN SPACE AREA

Section 1. The real property to which the terms of this Part I apply shall be Phase Two of the Project, which consists of the final approved subdivision plat for Canyon Heights at Cedar Hills, Plat B. A copy of the approved preliminary plan for the Project is attached hereto as "Attachment 1," and a copy of the final plat comprising Phase Two is attached hereto as "Attachment 2," all of which are by this reference made part of this Agreement.

ENT ~~79610:2000~~ PG 1 of 30
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:00 am FEE 0.00 BY HL
RECORDED FOR CEDAR HILLS CITY

Section 2. The Town and Applicant acknowledge that the Phase Two Area of the Project has been approved as a Planned Residential Development (PRD) consisting of forty-eight (48) one-family dwellings situated on individual parcels, together with appurtenant streets, curbs, gutters and sidewalks. It is further acknowledged, that the approved design provides for the designation of three (3) separate parcels, identified on Attachment 2 as Retention Basin Nonbuildable Lot 49 ("Lot 49"), Open Space Nonbuildable Lot 50 ("Lot 50"), and Drainage Area Nonbuildable Lot 51 ("Lot 51"), which the Town requires to be conveyed to the Town in perpetuity for the purposes hereinafter set forth. Lots 49, 50 and 51 are to be conveyed to the Town by means of Special Warranty Deeds in the form attached hereto as Attachments 3, 4 and 5. Lot 49 shall be conveyed to the Town subject to the terms of the Lot 49 Declaration of Restrictive Covenants in the form attached hereto as Attachment 6. Lot 50 shall be conveyed to the Town subject to the terms of the Lot 50 Declaration of Restrictive Covenants in the form attached hereto as Attachment 7, and Lot 51 shall be conveyed to the Town subject to terms of the Lot 51 Declaration of Restrictive Covenants in the form attached hereto as Attachment 8.

Section 3. The Applicant acknowledges that all rights of development appurtenant to Lots 49, 50 and 51 shall be conveyed by Applicant to the Town, subject to the Declarations of Restrictive Covenants attached hereto as Attachments 6, 7 and 8.

Section 4. Pursuant to Section 4-6A-4, Section H, of the Zoning Ordinance of Cedar Hills, Utah, the Applicant hereby requests that the Town accept title to Lots 49, 50 and 51 as the preferred method of open space preservation, subject to the Declarations of Restrictive Covenants attached hereto as Attachment 6, 7 and 8.

Section 5. The Town hereby agrees to accept title to Lot 50 and to maintain Lot 50 in accordance with the restrictions set forth in the Lot 50 Declaration of Restrictive Covenants attached hereto as Attachment 7. The Applicant agrees that upon the conveyance of Lot 50 to the Town, Lot 50 shall thereafter be construed as part of the Town's public park system and shall be available for use by the public, subject to such rules and regulations as may be established by the Town relating thereto and subject to the restrictions set forth in the Lot 50 Declaration of Restrictive Covenants attached hereto as Attachment 7. Upon conveyance by Applicant of title to Lot 50, the Town agrees to assume all costs for any improvements, and all costs for maintenance and operation thereof.

Section 6. The Town hereby agrees to accept title to Lot 51 in order to assure the necessary drainage within the Project and to maintain Lot 51 in accordance with the restrictions set forth in the Lot 51 Declaration of Restrictive Covenants attached hereto as Attachment 8. The Applicant agrees that upon the conveyance of Lot 51 to the Town, Lot 51 shall thereafter be construed as part of the Town's public park system and shall be available for use by the public, subject to such rules and regulations as may be established by the Town relating thereto and subject to the restrictions set forth in the Lot 51 Declaration of Restrictive Covenants attached hereto as Attachment 8. Upon conveyance by Applicant of title to Lot 51, the Town agrees to assume all costs for any improvements and all costs for maintenance and operation thereof.

Section 7. The Town hereby agrees to accept title to Lot 49 and to maintain Lot 49 in accordance with the restrictions set forth in the Lot 49 Declaration of Restrictive Covenants attached hereto as Attachment 6. The Applicant agrees that upon the conveyance of Lot 49 to the Town, Lot 49 shall thereafter be subject to such rules and regulations as may be established by the Town relating thereto and subject to the restrictions set forth in the Lot 49 Declaration of Restrictive Covenants attached hereto as Attachment 6. Within twenty-four (24) months following the conveyance of Lot 49 to the Town, Applicant agrees that Applicant shall install a sprinkling system and shall plant grass on Lot 49. Following the installation and completion of the sprinkling system and the planting of the grass on Lot 49, the Town agrees to assume all additional costs for any improvements thereon, and the Town shall be responsible for all costs to maintain Lot 49.

PART II. GENERAL PROVISIONS

Section 1. Should either party default in the performance of any of the terms of this Agreement, the parties shall first seek mediation to resolve any default in performance. The defaulting party shall pay all costs and expenses, including mediation fees and/or reasonable attorney's fee, which may arise from enforcing this Agreement, whether such remedy is pursued by mediation and/or filing suit or otherwise.

Section 2. Any notice to be given hereunder shall be given by certified mail, return receipt requested, addressed as follows:

- A. If to Town, to the Town of Cedar Hills, Utah, 3925 West Cedar Hills Drive, Cedar Hills, Utah 84062.
- B. If to Applicants, to Legacy Properties and Investments, L.C., 1402 West State Street, Pleasant Grove, Utah 84062.

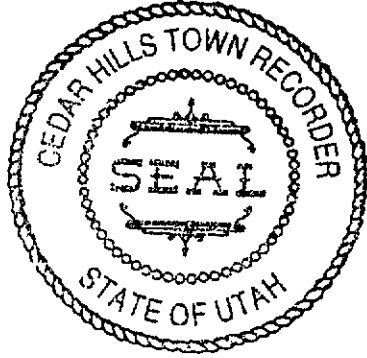
Section 3. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be changed only in writing signed by all parties, and this Agreement shall bind the assigns and successors in interest of the respective parties. Failure of the Applicant to conform to the terms of the approved plans or to secure amendments thereto shall constitute a violation of the Town's Development Code and may be enforced in accordance with the provisions thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first mentioned above.

TOWN OF CEDAR HILLS, UTAH

By: _____

Mayor



Attest:

Kim E. Holendrak
Town Clerk

Approved as to form and content:

Stacy Z Smith
Town Attorney

**LEGACY PROPERTIES AND
INVESTMENTS, L.C., a Utah limited
liability company**

By: _____

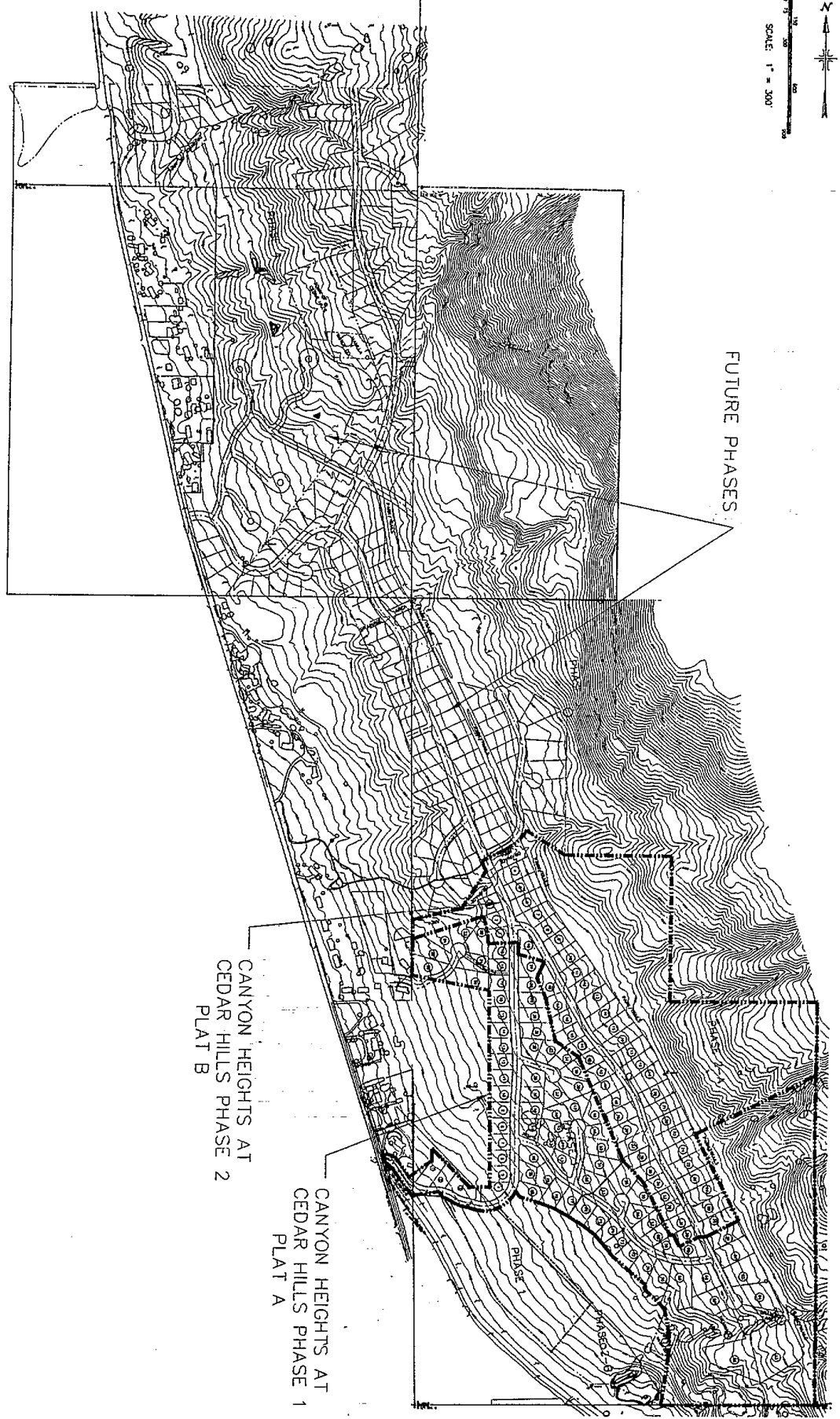
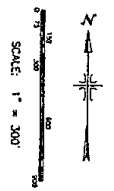
Member

By: _____


Member

LIST OF ATTACHMENTS

- Attachment 1. Copy of Project Plan
- Attachment 2. Copy of Phase Two Plan
- Attachment 3. Copy of Lot 49 Special Warranty Deed
- Attachment 4. Copy of Lot 50 Special Warranty Deed
- Attachment 5. Copy of Lot 51 Special Warranty Deed
- Attachment 6. Copy of Lot 49 Declaration of Restrictive Covenants
- Attachment 7. Copy of Lot 50 Declaration of Restrictive Covenants
- Attachment 8. Copy of Lot 51 Declaration of Restrictive Covenants



NO.	DATE	DESCRIPTION	BY	CHECKED BY
1	10/20/00	PRELIMINARY	JHB	JHB
2	11/15/00	REVISED	JHB	JHB
3	12/15/00	REVISED	JHB	JHB
4	01/15/01	REVISED	JHB	JHB
5	02/15/01	REVISED	JHB	JHB
6	03/15/01	REVISED	JHB	JHB
7	04/15/01	REVISED	JHB	JHB
8	05/15/01	REVISED	JHB	JHB
9	06/15/01	REVISED	JHB	JHB
10	07/15/01	REVISED	JHB	JHB
11	08/15/01	REVISED	JHB	JHB
12	09/15/01	REVISED	JHB	JHB
13	10/15/01	REVISED	JHB	JHB
14	11/15/01	REVISED	JHB	JHB
15	12/15/01	REVISED	JHB	JHB
16	01/15/02	REVISED	JHB	JHB
17	02/15/02	REVISED	JHB	JHB
18	03/15/02	REVISED	JHB	JHB
19	04/15/02	REVISED	JHB	JHB
20	05/15/02	REVISED	JHB	JHB
21	06/15/02	REVISED	JHB	JHB
22	07/15/02	REVISED	JHB	JHB
23	08/15/02	REVISED	JHB	JHB
24	09/15/02	REVISED	JHB	JHB
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27	12/15/02	REVISED	JHB	JHB
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36	09/15/03	REVISED	JHB	JHB
37	10/15/03	REVISED	JHB	JHB
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42	03/15/04	REVISED	JHB	JHB
43	04/15/04	REVISED	JHB	JHB
44	05/15/04	REVISED	JHB	JHB
45	06/15/04	REVISED	JHB	JHB
46	07/15/04	REVISED	JHB	JHB
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49	10/15/04	REVISED	JHB	JHB
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51	12/15/04	REVISED	JHB	JHB
52	01/15/05	REVISED	JHB	JHB
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81	06/15/07	REVISED	JHB	JHB
82	07/15/07	REVISED	JHB	JHB
83	08/15/07	REVISED	JHB	JHB
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87	12/15/07	REVISED	JHB	JHB
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93	06/15/08	REVISED	JHB	JHB
94	07/15/08	REVISED	JHB	JHB
95	08/15/08	REVISED	JHB	JHB
96	09/15/08	REVISED	JHB	JHB
97	10/15/08	REVISED	JHB	JHB
98	11/15/08	REVISED	JHB	JHB
99	12/15/08	REVISED	JHB	JHB
100	01/15/09	REVISED	JHB	JHB


HUBBLE
ENGINEERING, INC.
 ENGINEERING-SURVEYING-PLANNING
 1471 N. 1280 W.
 DEER UTAH 84037
 (801) 882-8992

CANYON HEIGHTS
AT CEDAR HILLS

ALL AMERICAN DEVELOPMENT
 MASTER PLAN

SHEET NO. 1

CANYON HEIGHTS AT
 CEDAR HILLS PHASE 2
 PLAT B

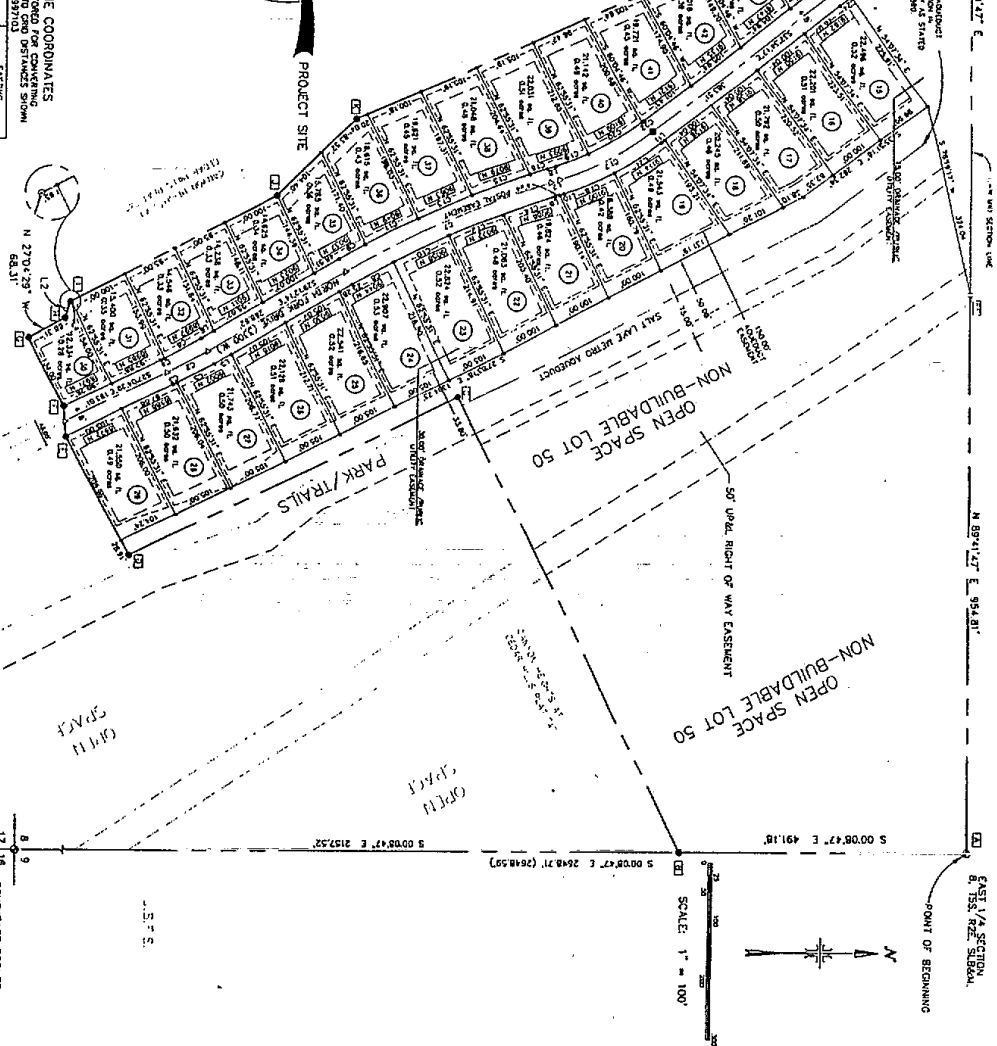
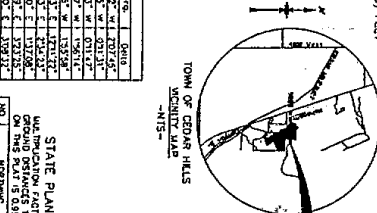
CANYON HEIGHTS AT
 CEDAR HILLS PHASE 1
 PLAT A

THIS PLAN IS THE PROPERTY OF ALL AMERICAN DEVELOPMENT, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ALL AMERICAN DEVELOPMENT, INC.

- LEGEND**
- 1) SUBDIVISION BOUNDARY
 - 2) TOWN STREET CORNER
 - 3) TOWN STREET CORNER
 - 4) TOWN STREET CORNER
 - 5) TOWN STREET CORNER
 - 6) TOWN STREET CORNER
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 - 50) TOWN STREET CORNER

- NOTE**
- 1) FENCE CORNER TO CEDAR HILLS
 - 2) ALL LOTS SHALL HAVE THE FOLLOWING MINIMUM BUILDING SETBACK UNLESS OTHERWISE NOTED.
FRONT = THIRTY (30) FEET
SIDE = TWELVE (12) FEET
REAR = TWENTY-FIVE (25) FEET
 - 3) LOTS AND 1/4 LOTS SHALL HAVE THE FOLLOWING MINIMUM SETBACKS.
FRONT = THIRTY (30) FEET
SIDE = TWELVE (12) FEET
REAR = TWENTY-FIVE (25) FEET
 - 4) LOTS AND 1/4 LOTS SHALL HAVE THE FOLLOWING SETBACKS.
FRONT = THIRTY (30) FEET
SIDE = TEN (10) FEET
REAR = TWENTY-FIVE (25) FEET

No.	Block	Area	Volume
1	5,835,524	21,518	21,518
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47	2,201,728	2,201	2,201
48	2,201,728	2,201	2,201
49	2,201,728	2,201	2,201
50	2,201,728	2,201	2,201



STATE PLANE COORDINATES

UTAH INDICATION POINTS FOR CORNER MARKS

NO.	Easting	Northing
1	732,437.2	1,931,211.2
2	732,437.2	1,931,211.2
3	732,437.2	1,931,211.2
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5	732,437.2	1,931,211.2
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48	732,437.2	1,931,211.2
49	732,437.2	1,931,211.2
50	732,437.2	1,931,211.2

13-00-038-00-Drainage-Plan-Plate.dwg 6/2/13/2000 09:55:37 AM DDT

HUBBLE ENGINEERING, INC.
ENGINEERING-SURVEYING-PLANNING

1421 N. 1200 W.
DURANT, UTAH 84303
(801) 882-8992



BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, 2000.

CHAIRMAN, PLANNING COMMISSION

MEMBER, PLANNING COMMISSION

MEMBER, PLANNING COMMISSION

MEMBER, PLANNING COMMISSION

BOUNDARY DESCRIPTION

A PART OF THE LAND LINGUAM... (text describing the boundary)

OWNER'S DEDICATION

I, the undersigned, do hereby dedicate to the public of the State of Utah... (text describing the dedication)

ACKNOWLEDGMENT

STATE OF UTAH, COUNTY OF UTAH, SS. I, the undersigned, do hereby acknowledge before me... (text describing the acknowledgment)

ACCEPTANCE BY LEGISLATIVE BODY

THE BOARD OF HEALTH, COUNTY OF UTAH, DO HEREBY ACCEPT AND ESTABLISH... (text describing the acceptance)

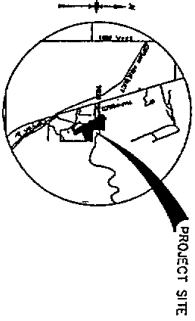
PLANNED RESIDENTIAL DEVELOPMENT

CANYON HEIGHTS AT CEDAR HILLS PLAT "B"

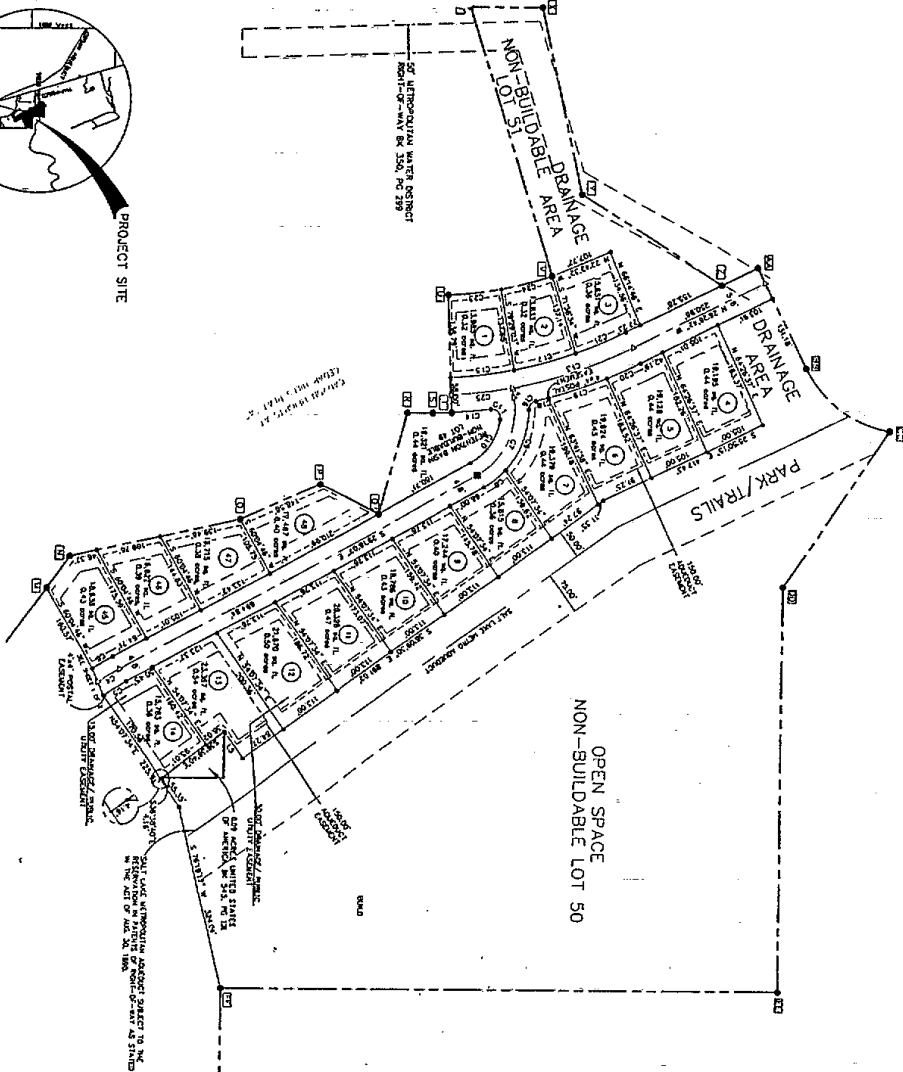
SECTION 16, TOWNSHIP 31 N, RANGE 12 E, S4, S5, S6, S7, S8, S9, S10, S11, S12, S13, S14, S15, S16, S17, S18, S19, S20, S21, S22, S23, S24, S25, S26, S27, S28, S29, S30, S31, S32, S33, S34, S35, S36, S37, S38, S39, S40, S41, S42, S43, S44, S45, S46, S47, S48, S49, S50, S51, S52, S53, S54, S55, S56, S57, S58, S59, S60, S61, S62, S63, S64, S65, S66, S67, S68, S69, S70, S71, S72, S73, S74, S75, S76, S77, S78, S79, S80, S81, S82, S83, S84, S85, S86, S87, S88, S89, S90, S91, S92, S93, S94, S95, S96, S97, S98, S99, S100

13-00-058-000 Planning/CPH/AT/dmg 06/15/2000 10:53:08 AM VOT

TOWN OF CEDAR HILLS
MICRIT MAP
-MS-



PROJECT SITE



**HUBBLE
ENGINEERING, INC.**
ENGINEERING-SURVEYING-PLANNING
1471 N. 1200 W.
DCH, UTW 6457
(801) 982-6992



**CANYON HEIGHTS
AT CEDAR HILLS
PLAT "B"**
PLANNED RESIDENTIAL DEVELOPMENT

1716 SOUTHEAST CORNER
SECTION 8, T15S, R21E, S28W

1716

8

9

2648.58'

2648.71'

5 0008.47'

1716

1716

1716

1716

1716

1716

1716

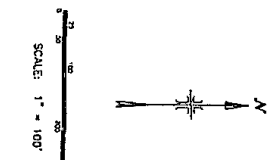
1716

1716

POINT OF BEGINNING
EAST 1/4 SECTION
8, T15S, R21E, S28W

STATE PLANE COORDINATES
MULTIPLICATION FACTORS FOR CONVERTING
ON THIS PLAT TO SPPS (1983)

NO.	NORTHING	EASTING
A	727,337.74	1,337,713.42
B	727,337.74	1,337,713.42
C	727,337.74	1,337,713.42
D	727,337.74	1,337,713.42
E	727,337.74	1,337,713.42
F	727,337.74	1,337,713.42
G	727,337.74	1,337,713.42
H	727,337.74	1,337,713.42
I	727,337.74	1,337,713.42
J	727,337.74	1,337,713.42
K	727,337.74	1,337,713.42
L	727,337.74	1,337,713.42
M	727,337.74	1,337,713.42
N	727,337.74	1,337,713.42
O	727,337.74	1,337,713.42
P	727,337.74	1,337,713.42
Q	727,337.74	1,337,713.42
R	727,337.74	1,337,713.42
S	727,337.74	1,337,713.42
T	727,337.74	1,337,713.42
U	727,337.74	1,337,713.42
V	727,337.74	1,337,713.42
W	727,337.74	1,337,713.42
X	727,337.74	1,337,713.42
Y	727,337.74	1,337,713.42
Z	727,337.74	1,337,713.42



Legend

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	
11	REVISION	
12	REVISION	
13	REVISION	
14	REVISION	
15	REVISION	
16	REVISION	
17	REVISION	
18	REVISION	
19	REVISION	
20	REVISION	
21	REVISION	
22	REVISION	
23	REVISION	
24	REVISION	
25	REVISION	
26	REVISION	
27	REVISION	
28	REVISION	
29	REVISION	
30	REVISION	

Subdivision Worksheet

NO.	SECTION	DATE	OWNER	AREA	PERCENTAGE	REMARKS
1	1	1/15/00
2	2	1/15/00
3	3	1/15/00
4	4	1/15/00
5	5	1/15/00
6	6	1/15/00
7	7	1/15/00
8	8	1/15/00
9	9	1/15/00
10	10	1/15/00
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21	21	1/15/00
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23	23	1/15/00
24	24	1/15/00
25	25	1/15/00
26	26	1/15/00
27	27	1/15/00
28	28	1/15/00
29	29	1/15/00
30	30	1/15/00

No Fee
2

WHEN RECORDED PLEASE RETURN TO:

The City of Cedar Hills
3925 W Cedar Hills Drive
Cedar Hills, UT 84062

~~ENT 79607:2000 PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:04 am FEE 0.00 BY ML
RECORDED FOR CEDAR HILLS CITY~~

**SPECIAL WARRANTY DEED
(Lot 49)**

LEGACY PROPERTIES AND INVESTMENT, L.C. a Utah limited liability company, whose address is 1402 West State Street, Pleasant Grove, Utah 84062 ("Grantor"), hereby conveys and warrants, against all claiming by, through or under Grantor, to The City of Cedar Hills, a Utah municipal corporation, whose address is 3925 West Cedar Hills Drive, Cedar Hills, UT 84062 ("Grantee"), that certain real property (the "Property") located in Utah County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and incorporated by this reference;

SUBJECT TO that certain Lot 49 Declaration of Restrictive Covenants of even date herewith executive by Grantor and also subject to all easements, restrictions, rights of way and other matters of record or enforceable at law.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by a person duly authorized to execute the same this 25th day of September, 2000.

LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

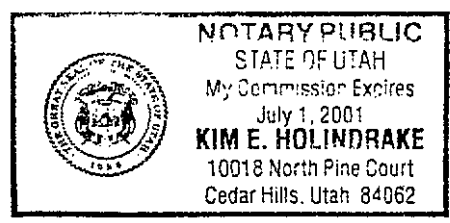
By: [Signature]
Title: Member

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledge before me this 25th day of September, 2000, by John Heiner, in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:
7-1-01



**EXHIBIT "A"
TO
SPECIAL WARRANTY DEED**

Legal Description of the Property

That certain real property located in Utah County, State of Utah, more particularly described as follows:

All of Nonbuildable Lot 49 of Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat thereof on file and record in the Office of the Recorder of Utah County, Utah.

Wife
2

ENT ~~79610:2000~~ PG 11 of 30

WHEN RECORDED PLEASE RETURN TO:

The City of Cedar Hills
3925 W Cedar Hills Drive
Cedar Hills, UT 84062

ENT ~~79608:2000~~ PG 1 of 2
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:04 am FEE 0.00 BY ML
RECORDED FOR CEDAR HILLS CITY

**SPECIAL WARRANTY DEED
(Lot 50)**

ENT 79611:2000 PG 36 of 72

LEGACY PROPERTIES AND INVESTMENT, L.C. a Utah limited liability company, whose address is 1402 West State Street, Pleasant Grove, Utah 84062 ("Grantor"), hereby conveys and warrants, against all claiming by, through or under Grantor, to The City of Cedar Hills, a Utah municipal corporation, whose address is 3925 West Cedar Hills Drive, Cedar Hills, UT 84062 ("Grantee"), that certain real property (the "Property") located in Utah County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and incorporated by this reference;

SUBJECT TO that certain Lot 50 Declaration of Restrictive Covenants of even date herewith executive by Grantor and also subject to all easements, restrictions, rights of way and other matters of record or enforceable at law.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by a person duly authorized to execute the same this 25th day of September, 2000.

LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

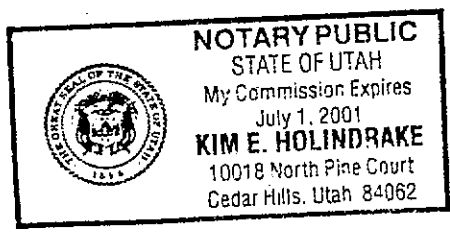
By: [Signature]
Title: Member

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledge before me this 25th day of September, 2000, by John Heiner, in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:
7-1-01



**EXHIBIT "A"
TO
SPECIAL WARRANTY DEED**

Legal Description of the Property

That certain real property located in Utah County, State of Utah, more particularly described as follows:

All of Nonbuildable Lot 50 of Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat thereof on file and record in the Office of the Recorder of Utah County, Utah.

1607ep
3

WHEN RECORDED PLEASE RETURN TO:

The Town of Cedar Hills
4393 West Cedar Hills Drive
Cedar Hills, Utah 84062

~~ENT 79609:2000 PG 1 of 3~~
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:05 am FEE 0.00 BY ML
RECORDED FOR CEDAR HILLS CITY

**SPECIAL WARRANTY DEED
(Lot 51)**

LEGACY PROPERTIES AND INVESTMENTS, L.C., a Utah limited liability company, whose address is 1402 West State Street, Pleasant Grove, Utah 84062 ("Grantor"), hereby conveys and warrants, against all claiming by, through or under Grantor, to The Town of Cedar Hills, a Utah municipal corporation, whose address is 4393 West Cedar Hills Drive, Cedar Hills, Utah 84062 ("Grantee"), that certain real property (the "Property") located in Utah County, State of Utah, which is more particularly described in Exhibit "A" attached hereto and incorporated by this reference;

SUBJECT TO that certain Lot 51 Declaration of Restrictive Covenants of even date herewith executed by Grantor and also subject to all easements, restrictions, rights of way and other matters of record or enforceable at law.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by a person duly authorized to execute the same this 25th day of ~~August~~^{September}, 2000.

LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

By: [Signature]
Title: Member

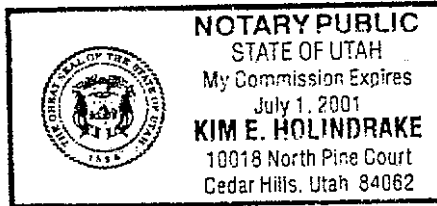
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25th of ~~August~~ ^{September}, 2000, by John Heiner, in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

Kim E. Holindrake
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-01



**EXHIBIT "A"
TO
SPECIAL WARRANTY DEED**

Legal Description of the Property

That certain real property located in Utah County, State of Utah, more particularly described as follows:

All of Drainage Area Nonbuildable Lot 51 of Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat thereof on file and of record in the Office of the Recorder of Utah County, Utah.

When Recorded, Mail to:
Legacy Properties and Investments, L.C.
1402 West State Street
Pleasant Grove, Utah 84062

ENT ~~79604:2000~~ PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:00 am FEE 18.00 BY ML
RECORDED FOR LEGACY PROPERTIES & INVESTM

ENT ~~79610:2000~~ PG 16 of 30

LOT 49 DECLARATION OF RESTRICTIVE COVENANTS

ENT 79611:2000 PG 41 of 72

THIS LOT 49 DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration"), is made this ^{25th} day of ^{September} ~~August~~, 2000, by LEGACY PROPERTIES AND INVESTMENTS, L.C., a Utah limited liability company ("Declarant").

RECITALS:

A. Declarant owns certain real property located in Utah County, Utah, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property is located adjacent to or in the vicinity of certain other real property which Declarant owns and which Declarant is developing as (a) all of Lots 1 through 48, inclusive, of a residential subdivision known as Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat or plats thereof on file and of record in the Office of the Recorder of Utah County, Utah. Such 48 lots within Canyon Heights at Cedar Hills Subdivision, Plat B, are collectively referred to herein as the "Lots."

C. Declarant desires to subject the Property to certain restrictive covenants, all as set forth in this Declaration, which are deemed to be covenants running with the land which shall burden the Property and which shall benefit all of the Lots.

ARTICLE I

DECLARATION

1.1 Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms, conditions and restrictions set forth in this Declaration, all of which are created for the mutual benefit of the owners of the Lots. All of the terms and conditions of this Declaration, including without limitation all conditions and restrictions set forth herein, are intended to and shall in all cases run with the title to the land comprising the Property and shall be binding upon all owners of the Property and their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all the Lots and may be enforced by Declarant or by the owner of any of the Lots.

ARTICLE II

RESTRICTIVE COVENANTS

2.1 Permitted Use of the Property. Declarant hereby declares that the Property shall be used only for one or more of the following uses (the "Permitted Uses"), and the Property shall not be used for any other use or purpose. The Property may be used for the planting of grass, trees, shrubs and other plants and vegetation, whether native or otherwise, suited to the Property and for the installation and repair of sprinkling systems designed to provide water to the vegetation planted on the Property. The Property may be used for a storm water retention basin. No other structures or improvements shall be placed, erected, altered or permitted to remain on the Property, except as specifically set forth above.

ARTICLE III

GENERAL PROVISIONS

3.1 The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

3.2 Violation Constitutes Nuisance. The violation of the provisions of this Declaration shall be deemed to be a nuisance, and the owner of the Property on which the violation occurs shall be responsible for the removal or abatement of the nuisance.

3.3 Remedies.

(a) Any single or continuing violation of the restrictive covenants contained in this Declaration may be enjoined in an action brought by the Declarant or by any Lot owner. In any action brought to enforce this Declaration, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies of Declarant and the Lot owners that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies available to Declarant and the Lot owners under this Declaration are to be construed as being in addition to all other remedies available to Declarant and the Lot owners at law or in equity.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive but rather as cumulative.

(d) The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the restrictive covenants contained in this Declaration with respect to such violation or with respect to any other violations.

3.4 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

3.5 Perpetual Declaration. The duration of this Declaration shall be perpetual.

3.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in all or any portion of the Property is conclusively deemed (a) to have notice of this Declaration and its contents and (b) to have consented to the application and enforcement of each of the provisions of this Declaration against the Property, whether or not there is any reference to this Declaration in the instrument by which such owner acquires an interest in the Property.

ENT 79611:2000 PG 43 of 72

3.7 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of preserving in perpetuity the Natural Values of the Property and in restricting the use of the Property to only the Permitted Uses.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

By: 

John Heiner

Title: Member

By: 

Reed Swenson

Title: Member

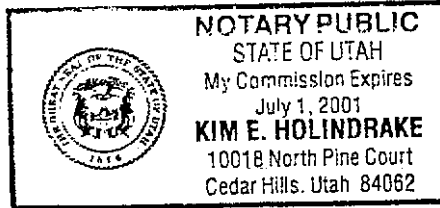
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by John Heiner in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

Kim E. Holindrake
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-01



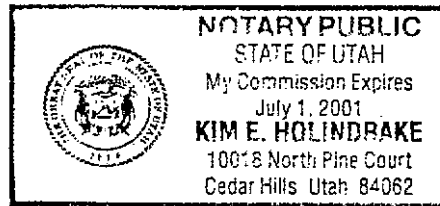
STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by Reed Swenson in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

Kim E. Holindrake
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-01



**EXHIBIT "A"
TO
LOT 49 DECLARATION OF RESTRICTIVE COVENANTS**

Legal Description of the Property

Retention Basin Nonbuildable Lot 49 Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat thereof on file and of record in the Office of the Recorder of Utah County, Utah.

When Recorded, Mail to:
Legacy Properties and Investments, L.C.
1402 West State Street
Pleasant Grove, Utah 84062

ENT ~~79605:2000~~ PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:01 am FEE 18.00 BY NL
RECORDED FOR LEGACY PROPERTIES & INVESTM

LOT 50 DECLARATION OF RESTRICTIVE COVENANTS

THIS LOT 50 DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration"), is made this 25th day of ~~August~~^{September}, 2000, by LEGACY PROPERTIES AND INVESTMENTS, L.C., a Utah limited liability company ("Declarant").

RECITALS:

A. Declarant owns certain real property located in Utah County, Utah, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property is located adjacent to or in the vicinity of certain other real property which Declarant owns and which Declarant is developing as (a) all of Lots 1 through 48, inclusive, of a residential subdivision known as Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat or plats thereof on file and of record in the Office of the Recorder of Utah County, Utah. Such 48 lots within Canyon Heights at Cedar Hills Subdivision, Plat B, are collectively referred to herein as the "Lots."

C. Declarant desires to subject the Property to certain restrictive covenants, all as set forth in this Declaration, which are deemed to be covenants running with the land which shall burden the Property and which shall benefit all of the Lots.

ARTICLE I

DECLARATION

1.1 Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms, conditions and restrictions set forth in this Declaration, all of which are created for the mutual benefit of the owners of the Lots. All of the terms and conditions of this Declaration, including without limitation all conditions and restrictions set forth herein, are intended to and shall in all cases run with the title to the land comprising the Property and shall be binding upon all owners of the Property and their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all the Lots and may be enforced by Declarant or by the owner of any of the Lots.

ARTICLE II

RESTRICTIVE COVENANTS

2.1 Permitted Use of the Property. Declarant hereby declares that the Property shall be used only for one or more of the following uses (the "Permitted Uses"), and the Property shall not be used for any other use or purpose. The Property may be used for the planting of grass, trees, shrubs and other plants and vegetation, whether native or otherwise, suited to the Property and for the installation and repair of sprinkling systems designed to provide water to the vegetation planted on the Property. The Property may be used for the creation of public pathways including without limitation the Bonneville Shoreline Trail, for walking, running, biking (for non-motorized bicycles) and horseback riding on, across or through the Property and for the construction, maintenance and replacement thereon of picnic tables, covered pavilions, public restroom facilities or other park or recreational facilities as determined by the Town of Cedar Hills, provided that such activities and facilities are consistent with the preservation and protection in perpetuity of the natural open space and conservation values (collectively the "Natural Values") of the Property; provided, however, that no portion of the Property shall be used as a parking area or for the operation or transportation thereon of automobiles, trucks, vans, all-terrain vehicles, snowmobiles, motorcycles or other motor vehicles and motorized transportation equipment except: (a) as may be necessary to control, prevent or mitigate hazards, fire or significant injury to the Property; (b) as incidental to maintenance required of the Permitted Uses described herein; or (c) as parking areas, limited to no more than five (5) parking spaces each, constructed to facilitate access to the Property. No other structures or improvements shall be placed, erected, altered or permitted to remain on the Property, except as specifically set forth above.

ARTICLE III

GENERAL PROVISIONS

3.1 The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

3.2 Violation Constitutes Nuisance. The violation of the provisions of this Declaration shall be deemed to be a nuisance, and the owner of the Property on which the violation occurs shall be responsible for the removal or abatement of the nuisance.

3.3 Remedies.

(a) Any single or continuing violation of the restrictive covenants contained in this Declaration may be enjoined in an action brought by the Declarant or by any Lot owner. In any action brought to enforce this Declaration, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies of Declarant and the Lot owners that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies available to Declarant and the Lot owners under this Declaration are to be construed as being in addition to all other remedies available to Declarant and the Lot owners at law or in equity.

ENT 79611:2000 PG 48 of 72

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive but rather as cumulative.

(d) The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the restrictive covenants contained in this Declaration with respect to such violation or with respect to any other violations.

3.4 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

3.5 Perpetual Declaration. The duration of this Declaration shall be perpetual.

3.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in all or any portion of the Property is conclusively deemed (a) to have notice of this Declaration and its contents and (b) to have consented to the application and enforcement of each of the provisions of this Declaration against the Property, whether or not there is any reference to this Declaration in the instrument by which such owner acquires an interest in the Property.

3.7 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of preserving in perpetuity the Natural Values of the Property and in restricting the use of the Property to only the Permitted Uses.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

By: [Signature]

John Heiner

Title: Member

By: [Signature]

Reed Swenson

Title: Member

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

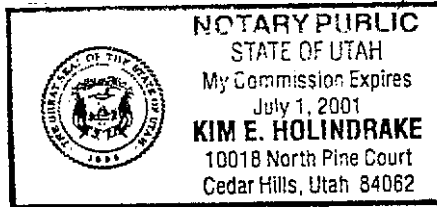
The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by John Heiner in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-01

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

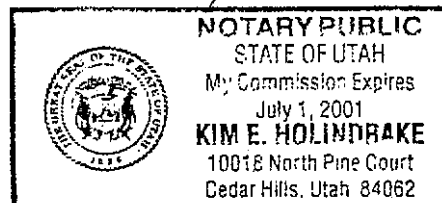


The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by Reed Swenson in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-01



~~ENT 79605:2000 PG 5 of 5~~

~~ENT 79610:2000 PG 25 of 30~~

EXHIBIT "A"
TO
DECLARATION OF RESTRICTIVE COVENANTS

ENT 79611:2000 PG 50 of 72

Legal Description of the Property

Open Space Nonbuildable Lot 50 of Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat thereof on file and of record in the Office of the Recorder of Utah County, Utah.

10/13

When Recorded, Mail to:
Legacy Properties and Investments, L.C.
1402 West State Street
Pleasant Grove, Utah 84062

ENT ~~79606:2000~~ PG 1 of 5
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 11:01 am FEE 18.00 BY ML
RECORDED FOR LEGACY PROPERTIES & INVESTM

ENT ~~79610:2000~~ PG 26 of 30

LOT 51 DECLARATION OF RESTRICTIVE COVENANTS

ENT 79611:2000 PG 51 of 72

THIS LOT 51 DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration"), is made this 25th day of ~~August~~ ^{September}, 2000, by LEGACY PROPERTIES AND INVESTMENTS, L.C., a Utah limited liability company ("Declarant").

RECITALS:

A. Declarant owns certain real property located in Utah County, Utah, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. The Property is located adjacent to or in the vicinity of certain other real property which Declarant owns and which Declarant is developing as (a) all of Lots 1 through 48, inclusive, of a residential subdivision known as Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat or plats thereof on file and of record in the Office of the Recorder of Utah County, Utah. Such 48 lots within Canyon Heights at Cedar Hills Subdivision, Plat B, are collectively referred to herein as the "Lots."

C. Declarant desires to subject the Property to certain restrictive covenants, all as set forth in this Declaration, which are deemed to be covenants running with the land which shall burden the Property and which shall benefit all of the Lots.

ARTICLE I

DECLARATION

1.1 Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms, conditions and restrictions set forth in this Declaration, all of which are created for the mutual benefit of the owners of the Lots. All of the terms and conditions of this Declaration, including without limitation all conditions and restrictions set forth herein, are intended to and shall in all cases run with the title to the land comprising the Property and shall be binding upon all owners of the Property and their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all the Lots and may be enforced by Declarant or by the owner of any of the Lots.

ARTICLE II

RESTRICTIVE COVENANTS

2.1 Permitted Use of the Property. Declarant hereby declares that the Property shall be used only for one or more of the following uses (the "Permitted Uses"), and the Property shall not be used for any other use or purpose. The Property may be used for the planting of grass, trees, shrubs and other plants and vegetation, whether native or otherwise, suited to the Property and for the installation and repair of sprinkling systems designed to provide water to the vegetation planted on the Property. The Property may be used for the creation of public pathways including without limitation the Bonneville Shoreline Trail, for walking, running, biking (for non-motorized bicycles) and horseback riding on, across or through the Property and for the construction, maintenance and replacement thereon of picnic tables, covered pavilions, public restroom facilities or other park or recreational facilities as determined by the Town of Cedar Hills, provided that such activities and facilities are consistent with the preservation and protection in perpetuity of the natural open space and conservation values (collectively the "Natural Values") of the Property; provided, however, that no portion of the Property shall be used as a parking area or for the operation or transportation thereon of automobiles, trucks, vans, all-terrain vehicles, snowmobiles, motorcycles or other motor vehicles and motorized transportation equipment except: (a) as may be necessary to control, prevent or mitigate hazards, fire or significant injury to the Property; (b) as incidental to maintenance required of the Permitted Uses described herein; or (c) as parking areas, limited to no more than five (5) parking spaces each, constructed to facilitate access to the Property. No other structures or improvements shall be placed, erected, altered or permitted to remain on the Property, except as specifically set forth above.

ARTICLE III

GENERAL PROVISIONS

3.1 The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

3.2 Violation Constitutes Nuisance. The violation of the provisions of this Declaration shall be deemed to be a nuisance, and the owner of the Property on which the violation occurs shall be responsible for the removal or abatement of the nuisance.

3.3 Remedies.

(a) Any single or continuing violation of the restrictive covenants contained in this Declaration may be enjoined in an action brought by the Declarant or by any Lot owner. In any action brought to enforce this Declaration, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies of Declarant and the Lot owners that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies available to Declarant and the Lot owners under this Declaration are to be construed as being in addition to all other remedies available to Declarant and the Lot owners at law or in equity.

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(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive but rather as cumulative.

(d) The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the restrictive covenants contained in this Declaration with respect to such violation or with respect to any other violations.

3.4 Severability. Each of the covenants, conditions, restrictions and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction or provision of this Declaration is found to be invalid, unenforceable or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions and provisions of this Declaration shall remain in full force and effect.

3.5 Perpetual Declaration. The duration of this Declaration shall be perpetual.

3.6 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in all or any portion of the Property is conclusively deemed (a) to have notice of this Declaration and its contents and (b) to have consented to the application and enforcement of each of the provisions of this Declaration against the Property, whether or not there is any reference to this Declaration in the instrument by which such owner acquires an interest in the Property.

3.7 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of preserving in perpetuity the Natural Values of the Property and in restricting the use of the Property to only the Permitted Uses.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above written.

LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

By: [Signature]
John Heiner
Title: Member

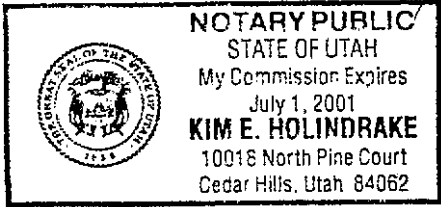
By: [Signature]
Reed Swenson
Title: Member

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by John Heiner in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:
7-1-01



STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by Reed Swenson in his capacity as a Member of Legacy Properties and Investments, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:
7-1-01

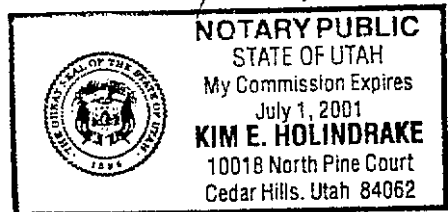


EXHIBIT "A"

TO

DECLARATION OF RESTRICTIVE COVENANTS

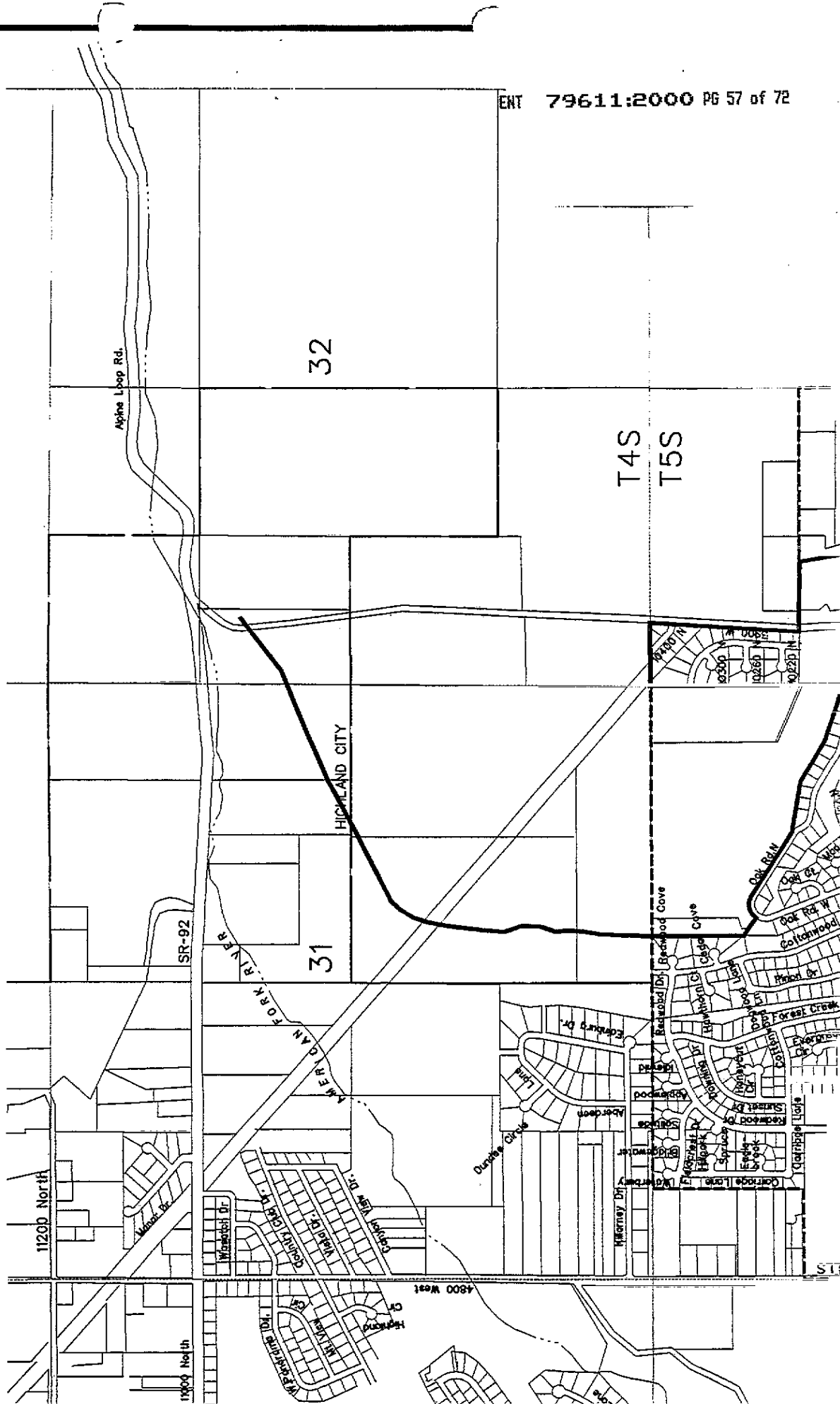
Legal Description of the Property

Open Space Drainage Area Nonbuildable Lot 51 of Canyon Heights at Cedar Hills Subdivision, Plat B, according to the official plat thereof on file and of record in the Office of the Recorder of Utah County, Utah.

EXHIBIT

F

CEDAR HILLS WATER PRESSURE ZONE BOUNDARY



EXHIBIT

G

83/13

When Recorded, Mail to:
Legacy Properties and Investments, L.C.
1402 West State Street
Pleasant Grove, Utah 84062

ENT 79603:2000 PG 1 of 13
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 10 10:58 am FEE 83.00 BY ML
RECORDED FOR LEGACY PROPERTIES & INVESTM

ENT 79611:2000 PG 60 of 72

**SUPPLEMENT NO. 1 TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR CANYON HEIGHTS AT CEDAR HILLS**

THIS SUPPLEMENT NO. 1 TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS (this "Supplement No. 1") is made this ____ day of August, 2000, by LEGACY PROPERTIES AND INVESTMENTS, L.C., a Utah limited liability company ("Declarant").

RECITALS:

A. On January 10, 2000 Declarant caused to be recorded in the Office of the Recorder of Utah County, Utah the subdivision plat for Canyon Heights at Cedar Hills Plat A.

B. In connection with the creation of Canyon Heights at Cedar Hills Plat A, Declarant caused to be recorded in the Office of the Recorder of Utah County, Utah that certain Declaration of Covenants, Conditions and Restrictions for Canyon Heights at Cedar Hills dated December 15, 1999 (the "Initial Declaration"). The Initial Declaration was recorded in the Office of the Recorder of Utah County, Utah on January 10, 2000 as part of the Development Agreement which was recorded as Entry No. 2362:2000 at Pages 56 through 78. The Initial Declaration was re-recorded in the Office of the Recorder of Utah County, Utah on August ____, 2000 as Entry No. ____ at pages ____ through _____. The Initial Declaration pertains to and affects the real property described on Exhibit "A-1" attached to this Supplement No. 1 and incorporated herein by this reference.

C. Section 9.12 of the Initial Declaration refers to certain "Additional Land" which adjoins or is in the vicinity of Canyon Heights at Cedar Hills, which Additional Land is identified on Exhibit "B" attached to the Initial Declaration. Section 9.12 of the Initial Declaration provides that the Declarant may subdivide all or part of the Additional Land and may then add it to the "Subdivision," which is subject to the Initial Declaration. Section 9.12 of the Initial Declaration provides that any of the Additional Land may be subjected to the Initial Declaration and become a part of the "Subdivision," as defined in the Initial Declaration, by recording a subdivision plat describing such Additional Land and the Lots created on it, and a supplemental declaration stating that such Additional Land has been added to the "Subdivision," and is subject to the Initial Declaration.

D. Declarant owns certain real property (the "Plat B Property") located in Utah County, Utah, which is more particularly described on Exhibit "A-2" attached to this Supplement No. 1 and incorporated herein by this reference. The Plat B Property comprises a portion of the real property which is identified as the Additional Land in the Initial Declaration.

E. Pursuant to Section 9.12 of the Initial Declaration, Declarant intends to subdivide the Plat B Property and add it to the "Subdivision" which is subject to the Initial Declaration. Declarant will develop and convey all of the Plat B Property subject to all the covenants, conditions and restrictions as set forth in the Initial Declaration, and as supplemented and amended by this Supplement No. 1, all of which are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Lots subject to the Initial Declaration, and as supplemented and amended by this Supplement No. 1.

ARTICLE I

DECLARATION

1.1 Initial Declaration Incorporated by Reference. The Initial Declaration in its entirety is hereby incorporated by reference and made a part of this Supplement No. 1 as though it were set forth herein in its entirety. The Initial Declaration, as supplemented and amended by this Supplement No. 1, shall herein collectively be referred to as "this Declaration."

1.2 Plat B Property Subjected to this Declaration. Declarant hereby declares that all of the Plat B Property is hereby added to the Subdivision and is subject to this Declaration, and the Plat B Property, together with all of the other Property located within the Subdivision, shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants, conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Lots. It is the intention of the Declarant in imposing the covenants, conditions and restrictions set forth in this Declaration to create a generally uniform pattern of development of the Property and to protect and enhance the property values and aesthetic values of the Property by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners of the Lots. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant, by the Architectural/Technical Committee, or by any Owner.

Notwithstanding the foregoing, no provisions of this Declaration shall prevent Declarant from the completion of any Subdivision Improvements, or from using any Lot owned by Declarant as a model home, temporary construction or sales office, nor limit Declarant's right to post signs or engage in other reasonable activities on the Property incidental to sales or construction which are in compliance with the applicable ordinances of Cedar Hills.

ARTICLE II

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DEFINITIONS

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2.1 All of the terms which are defined in the Initial Declaration shall continue to have the same meaning when used in this Declaration, except with respect to the following terms, which are hereby amended to have the following meanings:

“Additional Land” shall mean that certain real property adjacent to or in the vicinity of the Property that is owned or controlled by Declarant, which is located in Utah County, Utah and which is identified on the amended map attached to this Supplement No. 1. as Exhibit “B” and incorporated herein by this reference, which map of the Additional Land identifies the location of the Property in relation to the Additional Land.

“Declaration” shall mean the Initial Declaration as supplemented and amended by this Supplement No. 1, together with any subsequent supplements, amendments or additions, and any other matters or conditions shown on the official Plat of the Subdivision, which are incorporated into this Declaration by reference.

“Lot” shall mean any numbered building Lot shown on the Plat of the Subdivision.

“Owner” shall mean the person or persons having title to any Lot or other parcel of Property as shown on the Plat of the Subdivision. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

“Plat” shall mean the Plats of the Subdivision known as Canyon Heights at Cedar Hills Plat A and Canyon Heights at Cedar Hills Plat B as approved by Cedar Hills and recorded in the Office of the Recorder of Utah County, Utah, and any amendments thereto that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any, provided that any such subsequent phase of the Subdivision is made subject to the provisions of this Declaration by a supplemental declaration stating that such subsequent phase has been added to the Subdivision and is subject to this Declaration. Any such subsequent declaration must be recorded in the Office of the Recorder of Utah County, Utah.

“Property” shall mean all of the land described on the Plat of the Subdivision, including Lots, Roadways, and Open Space.

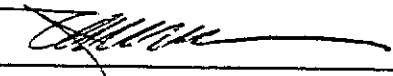
“Subdivision” shall mean the subdivision known as Canyon Heights at Cedar Hills Plat A and Canyon Heights at Cedar Hills Plat B, and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.


ARTICLE III

Except as expressly provided in this Supplement No. 1, all other terms and conditions of the Initial Declaration are unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Supplement No. 1 as of the date first above written.

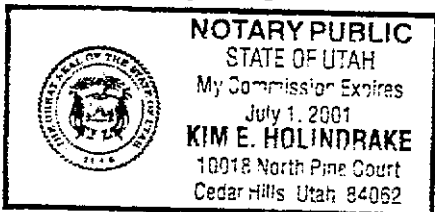
LEGACY PROPERTIES AND INVESTMENTS,
L.C., a Utah limited liability company

By: 
John Heiner
Title: Member

By: 
Reed Swenson
Title: Member

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by John Heiner in his capacity as a Member of Legacy Properties and Investment, L.C., a Utah limited liability company.



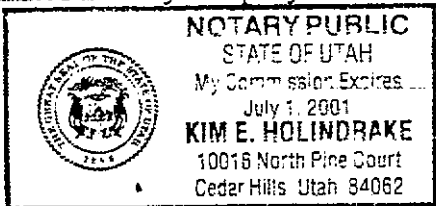
Kim E. Holindrake
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-01

STATE OF UTAH)
 : SS
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 25th day of ~~August~~ ^{September}, 2000 by Reed Swenson in his capacity as a Member of Legacy Properties and Investment, L.C., a Utah limited liability company.



Kim E. Holindrake
NOTARY PUBLIC
Residing at: Cedar Hills, Utah

My Commission Expires:

7-1-01

EXHIBIT "A-1"

TO

**SUPPLEMENT NO. 1 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS**

Legal Description of Real Property Comprising Canyon Heights at Cedar Hills Plat A.

BOUNDARY DESCRIPTION *Canyon Heights - P*

BEGINNING AT A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE SOUTH 89°39'09" WEST ALONG THE SOUTH LINE OF SAID SECTION FOR 832.55 FEET; THENCE NORTH 11°35'26" WEST FOR 488.63 FEET; THENCE NORTH 15°03'37" WEST FOR 161.45 FEET; THENCE NORTH 46°14'32" WEST FOR 189.89 FEET; THENCE NORTH 23°25'00" EAST FOR 23.97 FEET; THENCE NORTH 50°24'40" WEST FOR 145.19 FEET; THENCE NORTH 49°09'57" WEST FOR 132.98 FEET; THENCE NORTH 38°45'15" WEST FOR 106.66 FEET; THENCE NORTH 40°54'39" WEST FOR 81.07 FEET; THENCE NORTH 52°27'48" WEST FOR 92.48 FEET; THENCE NORTH 56°18'36" WEST FOR 117.55 FEET; THENCE NORTH 63°40'05" WEST FOR 103.74 FEET; THENCE NORTH 70°02'01" WEST FOR 110.18 FEET; THENCE NORTH 73°33'26" WEST FOR 126.82 FEET; THENCE NORTH 35°33'09" WEST FOR 45.89 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 229.00 FEET, WHOSE CENTER BEARS NORTH 64°30'06" WEST, WITH A CENTRAL ANGLE OF 83°03'14" (CHORD BEARING AND DISTANCE OF SOUTH 67°01'31" WEST - 303.64 FEET) FOR AN ARC DISTANCE OF 331.95 FEET; THENCE THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE COTTAGES AT CANYON HEIGHTS PLAT 1 (1) WITH A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 371.00 FEET, A CENTRAL ANGLE OF 08°29'55" (CHORD BEARING AND DISTANCE OF NORTH 75°41'50" WEST - 54.98 FEET) FOR AN ARC DISTANCE OF 55.03 FEET; (2) THENCE WITH A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 229.00 FEET, WITH A CENTRAL ANGLE OF 13°20'16" (CHORD BEARING AND DISTANCE OF NORTH 70°16'39" WEST - 76.92 FEET) FOR AN ARC DISTANCE OF 77.29 FEET; (3) THENCE NORTH 60°36'31" WEST FOR 87.05 FEET; THENCE THE FOLLOWING 3 COURSES AND DISTANCES ALONG THE JORDAN AQUEDUCT - REACH 4 (1) NORTH 35°48'51" WEST FOR 36.45 FEET; (2) THENCE SOUTH 81°20'09" WEST FOR 145.10 FEET; (3) THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 94.60', WITH A CENTRAL ANGLE OF 16°00'43" (CHORD BEARING AND DISTANCE OF SOUTH 88°57'45" WEST - 26.35 FEET) FOR AN ARC DISTANCE OF 26.44 FEET TO THE N-S MIDSECTION LINE OF SAID SECTION 8; THENCE NORTH 00°57'43" WEST ALONG SAID QUARTER SECTION LINE, A DISTANCE OF 136.66 FEET; THENCE NORTH 54°16'19" EAST FOR 30.40 FEET; THENCE SOUTH 60°36'31" EAST FOR 33.43 FEET; THENCE NORTH 38°51'45" EAST FOR 168.12 FEET; THENCE ALONG A BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 87095 IN BOOK 5172 AT PAGE 258 OF UTAH COUNTY RECORDS FOR THE FOLLOWING 5 COURSES, FORMERLY DESCRIBED WITH BEARINGS 00°00'05" CLOCKWISE, (1) THENCE SOUTH 44°53'53" EAST FOR 302.58 FEET; (2) THENCE NORTH 89°10'45" EAST FOR 132.05 FEET; (3) THENCE NORTH 00°34'36" WEST FOR 395.72 FEET; (4) THENCE NORTH 00°49'15" WEST FOR 894.89 FEET; (5) THENCE NORTH 79°00'58" WEST FOR 517.62 FEET; THENCE LEAVING SAID BOUNDARY LINE AGREEMENT, NORTH 00°18'12" WEST ALONG EASTERLY BOUNDARY OF MAHOGANY ACRES PLAT "B", FOR 238.44 FEET; THENCE NORTH 72°01'04" EAST FOR 488.17 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 632.00 FEET, WHOSE CENTER BEARS SOUTH 70°45'57" WEST, WITH A CENTRAL ANGLE OF 16°34'09" (CHORD BEARING AND DISTANCE OF SOUTH 10°56'59" EAST - 182.13 FEET) FOR AN ARC DISTANCE OF 182.77 FEET; THENCE NORTH 87°20'06" EAST FOR 196.79 FEET; THENCE WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 829.00 FEET, WHOSE CENTER BEARS SOUTH 86°55'33" WEST, WITH A CENTRAL ANGLE OF 02°15'17" (CHORD BEARING AND DISTANCE OF SOUTH 01°56'49" EAST - 32.62 FEET) FOR AN ARC DISTANCE OF 32.62 FEET; THENCE SOUTH 00°49'10" EAST FOR 43.92 FEET; THENCE SOUTH 74°39'10" EAST FOR 177.01 FEET; THENCE SOUTH 25°42'12" WEST FOR 112.00 FEET; THENCE SOUTH 23°51'05" EAST FOR 148.58 FEET; THENCE SOUTH 12°59'34" EAST FOR 295.58 FEET; THENCE SOUTH 55°23'03" EAST FOR 183.46 FEET; THENCE SOUTH 23°35'38" EAST FOR 744.01 FEET; THENCE SOUTH 43°46'27" EAST FOR 187.93 FEET; THENCE SOUTH 27°04'29" EAST FOR 391.95 FEET; THENCE SOUTH 72°04'29" EAST FOR 28.28 FEET; THENCE SOUTH 27°04'29" EAST FOR 68.31 FEET; THENCE NORTH 62°55'31" EAST FOR 134.00 FEET; THENCE NORTH 85°16'48" EAST FOR 51.90 FEET; THENCE NORTH 62°42'54" EAST FOR 234.87 FEET; THENCE NORTH 26°35'47" WEST FOR 629.16 FEET; THENCE NORTH 63°28'19" EAST FOR 871.51 FEET TO THE EAST LINE OF SAID SECTION 8; THENCE SOUTH 00°08'47" EAST ALONG THE EAST LINE OF SAID SECTION AND THE BOUNDARY OF THE U.S. FOREST LAND, FOR 2157.52 FEET TO THE REAL POINT OF BEGINNING.

CONTAINING 72.1185 ACRES.

EXHIBIT "A-2"

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TO

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SUPPLEMENT NO. 1 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS

Legal Description of Real Property Comprising Canyon Heights at Cedar Hills Plat B.

CANYON HEIGHTS PLAT B

A PARCEL OF LAND LYING WITHIN THE EAST ½ OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE EAST ¼ CORNER OF SAID SECTION 8, SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE S00°08'47"E ALONG THE EAST LINE OF SAID SECTION 8, A DISTANCE OF 491.18 FEET TO A POINT ON THE BOUNDARY OF CANYON HEIGHTS AT CEDAR HILLS PLAT "A", AS SHOWN ON THE OFFICIAL PLAT THEREOF, ON FILE WITH THE UTAH COUNTY RECORDERS OFFICE; THENCE THE FOLLOWING 20 COURSES AND DISTANCES ALONG SAID SUBDIVISION BOUNDARY, 1) S. 63°28'19" W. A DISTANCE OF 871.52 FEET; 2) THENCE S. 26°35'47" E. A DISTANCE OF 629.16 FEET; 3) THENCE S. 62°42'54" W. A DISTANCE OF 234.87 FEET; 4) THENCE S. 85°16'48" W. A DISTANCE OF 51.90 FEET; 5) THENCE S. 62°55'31" W. A DISTANCE OF 134.00 FEET; 6) THENCE N. 27°04'29" W. A DISTANCE OF 68.31 FEET; 7) THENCE N. 72°04'29" W. A DISTANCE OF 28.28 FEET; 8) THENCE N. 27°04'29" W. A DISTANCE OF 391.95 FEET; 9) THENCE N. 43°46'27" W. A DISTANCE OF 187.93 FEET; 10) THENCE N. 23°35'38" W. A DISTANCE OF 744.01 FEET; 11) THENCE N. 55°23'03" W. A DISTANCE OF 183.46 FEET; 12) THENCE N. 12°59'34" W. A DISTANCE OF 295.58 FEET; 13) THENCE N. 23°51'05" W. A DISTANCE OF 148.58 FEET; 14) THENCE N. 25°42'12" E. A DISTANCE OF 112.00 FEET; 15) THENCE N. 74°39'10" W. A DISTANCE OF 177.01 FEET; 16) THENCE N. 00°49'10" W. A DISTANCE OF 43.92 FEET TO A POINT OF CURVATURE TO THE LEFT; 17) THENCE NORTHWESTERLY A DISTANCE OF 32.62 FEET ALONG THE ARC OF A 829.00-FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 02°15'17", SUBTENDED BY A CHORD THAT BEARS N01°56'49"W A DISTANCE OF 32.62 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; 18) THENCE S. 87°20'06" W. A DISTANCE OF 196.79 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE TO THE LEFT; 19) THENCE NORTHWESTERLY A DISTANCE OF 182.77 FEET ALONG THE ARC OF A 632.00-FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 16°34'09", A CHORD BEARING OF N. 10°56'59" W. A DISTANCE OF 182.13 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; 20) THENCE S. 72°01'04" W. A DISTANCE OF 488.16 FEET TO A POINT ON THE EAST BOUNDARY OF MAHOGANY ACRES PLAT "B", AS SHOWN ON THE OFFICIAL PLAT THEREOF, ON FILE WITH THE UTAH COUNTY RECORDERS OFFICE; THENCE N. 00°18'12" W. ALONG SAID SUBDIVISION BOUNDARY, A DISTANCE OF 125.21 FEET; THENCE N. 76°58'36" E. A DISTANCE OF 330.80 FEET; THENCE N. 32°29'09" E. A DISTANCE OF 288.77 FEET; THENCE N. 26°26'42" W. A DISTANCE OF 68.34 FEET; THENCE N. 63°17'40" E. A DISTANCE OF 189.18 FEET TO A POINT OF CURVATURE OF A 200.00-FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 184.66 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 52°54'05", A CHORD BEARING OF N. 35°29'47" E. A DISTANCE OF 178.17 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE; THENCE S. 56°06'30" E. A

DISTANCE OF 319.90 FEET; THENCE N. 89°41'47" E. A DISTANCE OF 693.53 FEET; THENCE S. 00°18'13" E. A DISTANCE OF 956.43 FEET TO A POINT ON THE EAST-WEST MID SECTION LINE OF SAID SECTION 8; THENCE N. 89°41'47" E. ALONG SAID MID SECTION LINE, A DISTANCE OF 954.80 FEET TO THE REAL POINT OF BEGINNING. CONTAINING 60.94 ACRES OF LAND.

EXCEPTING THEREFROM THAT PORTION DEEDED TO THE UNITED STATES OF AMERICA, AS RECORDED JANUARY 13, 1950 AS ENTRY NO. 401 IN BOOK 545, AT PAGE 131, IN THE UTAH COUNTY RECORDERS OFFICE.

EXHIBIT "B"
TO
SUPPLEMENT NO. 1 TO THE DECLARATION
OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR CANYON HEIGHTS AT CEDAR HILLS

Map Showing the Approximate Location of the Additional Land

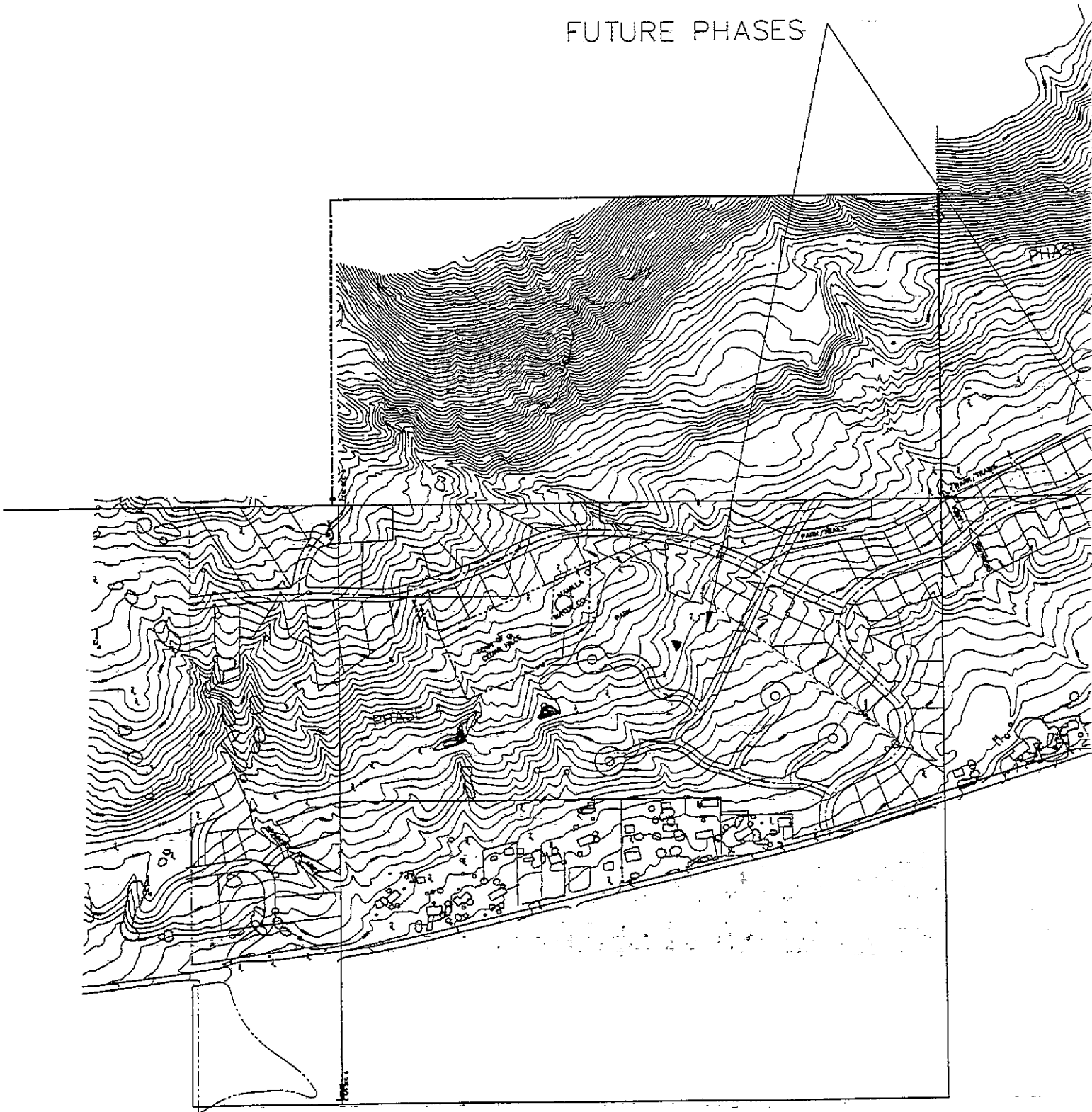


SCALE: 1" = 300'

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FUTURE PHASES

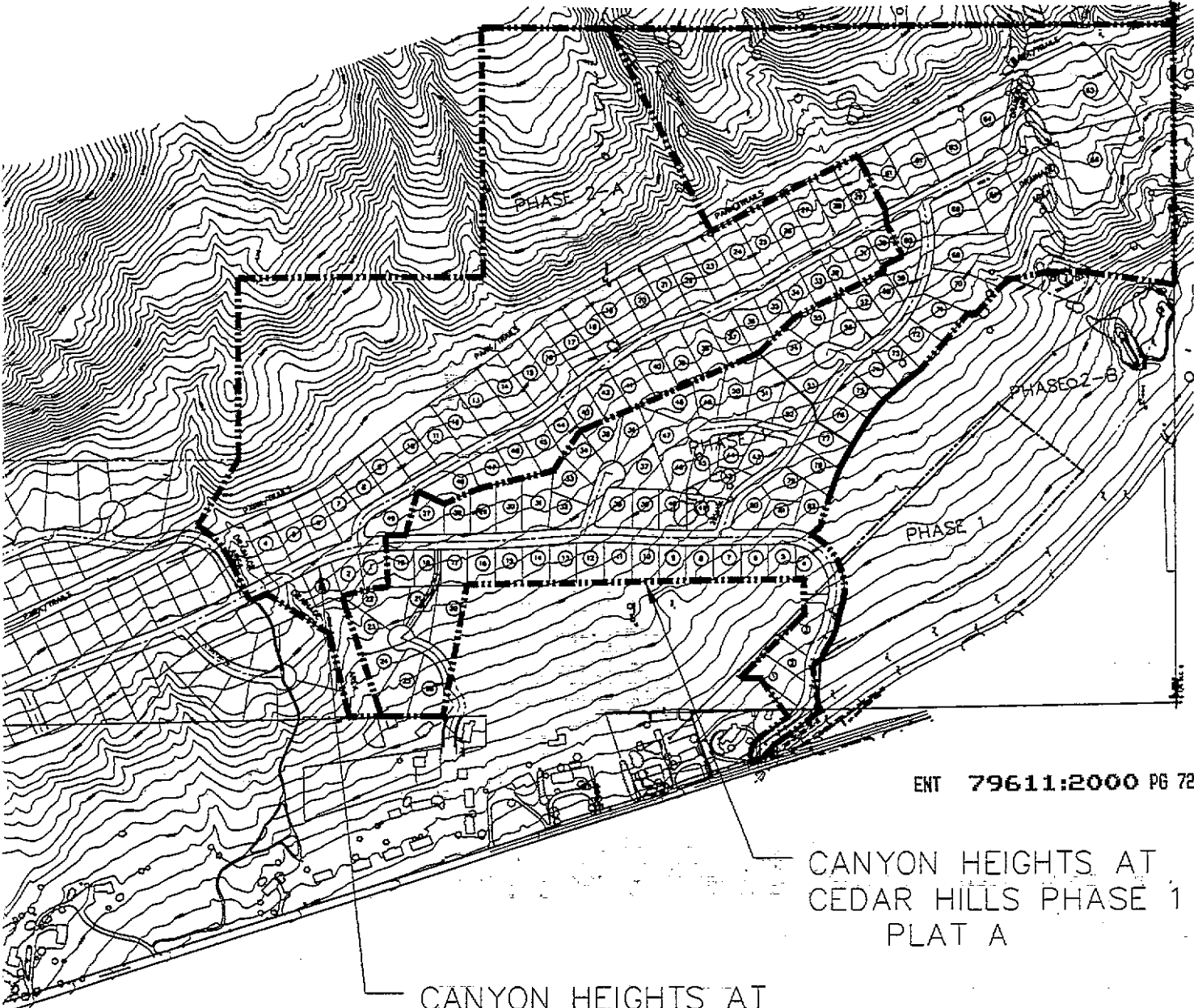


6		DESIGNED BY:	DATE:
5		DRAWN BY:	DATE:
4		CHECKED BY:	DATE:
3		APPROVED:	DATE:
2		COGO FILE:	DATE:
1		REV. COGO FILE:	DATE:
NO.	REVISIONS	BY	DATE



HUBBLE ENGINEERING, INC.
ENGINEERING—SURVEYING—PLANNING

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CANYON HEIGHTS AT CEDAR HILLS PHASE 1 PLAT A

CANYON HEIGHTS AT CEDAR HILLS PHASE 2 PLAT B

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED IN ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH HUBBLE ENGINEERING, INC.

71 N. 1200 W.
M, UTAH 84057
11) 802-8992

CANYON HEIGHTS AT CEDAR HILLS

ALL AMERICAN DEVELOPMENT

MASTER PLAN

JOB NO.
3-98-972

SHEET NO.
1