

Lehi City  
99 West Main #100  
Lehi, UT 84043

ENT 95057:2004 PG 1 of 19  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Aug 18 1:23 pm FEE 0.00 BY SDM  
RECORDED FOR LEHI CITY CORPORATION

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

This Development Agreement is entered into as of this 2<sup>nd</sup> day of AUGUST, 2004, by and among the owners and developers of the North Lake Subdivision Plat F, (hereinafter "Developer") and Lehi City Corporation (the "City") as it relates to the development of a residential subdivision of real property within the corporate Limits of Lehi City, Utah County, Utah.

**RECITALS**

Whereas, the Developer has sought approval of a 44 lot Planned Residential Design Project designated as North Lake Subdivision, Plat F, a copy of which plat is attached hereto as Exhibit A; and,

Whereas, the City Council has authorized the negotiation and adoption of Development Agreements under appropriate circumstances where the proposed development contains various features which advance the policies, goals and objectives of the City's General Land Use Plan, Capital Improvements Plan, Parks and Open Space Plan, and other land use objectives as well as the Capital Improvements Plan; and

Whereas, the developer is willing to modify the design of the project and voluntarily agrees to dedicate open space for the preservation of natural areas, parks and related purposes and other considerations in order to promote the policies, goals and objectives of the City; and

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances,

resolutions, and regulations has made certain determinations with respect to the density of the Planned Residential Design Project of North Lake Subdivision, Plat F, and in the exercise of its legislative discretion, has elected to approve this Development Agreement.

Now therefore, in consideration of the mutual covenants, conditions and considerations as more fully set forth below, the Developer and the City hereby agree as follows:

1. The Developer shall create and approve restrictive covenants for the subject subdivision project which shall be approved by the City and shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plat. Said restrictive covenants shall be incorporated herein by reference and recorded together with this Development Agreement and the subject subdivision plat. Said restrictive covenants shall not be amended unless the proposed amendment is approved by Lehi City. The City shall be considered a beneficiary of said restrictive covenants and is hereby authorized to enforce the terms and provisions of the covenants through whatever means available and to the extent determined appropriate by the City. However, this agreement shall not be construed as placing a responsibility upon the City to enforce any of the restrictive covenants or requirements contained therein. Such enforcement shall be at the sole discretion of the City. (Exhibit B)

2. Lehi City recognizes that the developer has dedicated the required open space for the entire project including Plats A, B, C, D, E and F by warranty deed. (Exhibit C)

3. North Lake Subdivision, Plats D, E and G must be recorded prior to Plat F being recorded.

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

an 80 foot right-of-way width.

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

6. The developer shall construct a 6 foot no-climb agricultural fence with 1-7/8" schedule 40 or equal posts with a 1-5/16" top rail along the north property line of the plat; lots 163, 164, 167, 168, 169, and 170.

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

8. The developer will not permit homes of the same elevation or a mirror image elevation to be constructed on adjacent lots or across the street from each other.

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

10. Developer agrees to provide notification to all purchasers of the provisions of the Right to Farm chapter of the Lehi City Development Code as it relates to agricultural uses in the area such that all subsequent property owners and purchasers of building lots

will be aware of the nature of the farming operations on surrounding properties and the intent to continue present agricultural operations. All individual lot buyers will be notified of the existing agricultural uses in the surrounding area with the following statements which will be included in the closing documents of the sale as well as on the recorded subdivision plat:

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

11. Nothing in this agreement shall limit the City’s future exercise of police power in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this agreement.

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

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

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

14. The developer expressly acknowledges and agrees that nothing in this Development Agreement shall be deemed to relieve the developer from the obligation to comply with all applicable requirements of the City necessary for approval and recordation of subdivision plats and site plans for the project, including the payment of fees in compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of the City including but not limited to the City’s Development Code

**Ordinances and Design Standards and Public Improvement Specifications.**

**15. This Development Agreement shall be recorded against the property as described in Exhibit A hereto and shall be deemed to run with the land and shall be binding on all successors and assigns of the developer in the ownership or development of any portion of the property.**

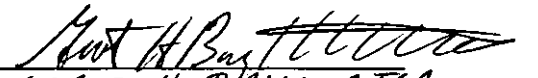
**16. Neither this Development Agreement nor any provisions, terms, or conditions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Development Agreement and without the prior written consent of the City, which shall not be unreasonably withheld. This requirement shall not apply to the sale of approved and platted lots within the subject subdivision.**

**17. This Development shall not create any joint venture, partnership, undertaking or business arrangement between the parties hereto, nor any rights or benefits to third parties.**

**18. If this Development Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.**

DATED: 8-9-04

North Lake Subdivision, Plat F

By:   
GRANT H. BANGERTER  
Its: MANAGER

**ACKNOWLEDGMENT**

STATE OF UTAH

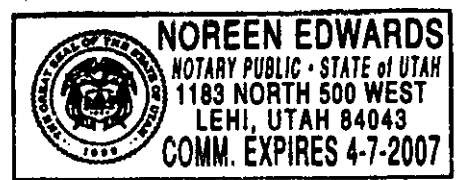
S.S.

COUNTY OF UTAH

On the 2 day of August 2004, personally appeared before me the signer of the foregoing document who duly acknowledge to me that he/she/did execute the same.

My Commission Expires: 4-7-07

Noreen Edwards  
NOTARY PUBLIC



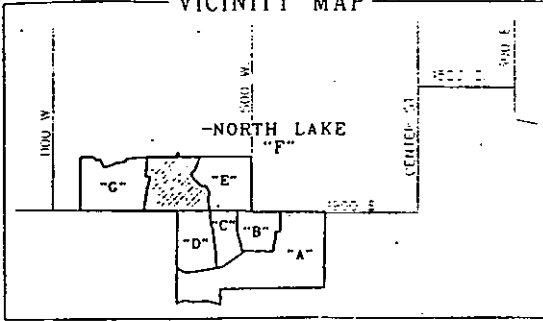
DATED: 8-2-04

Lehi City Corporation

By: [Signature]  
Kenneth J. Greenwood, Mayor

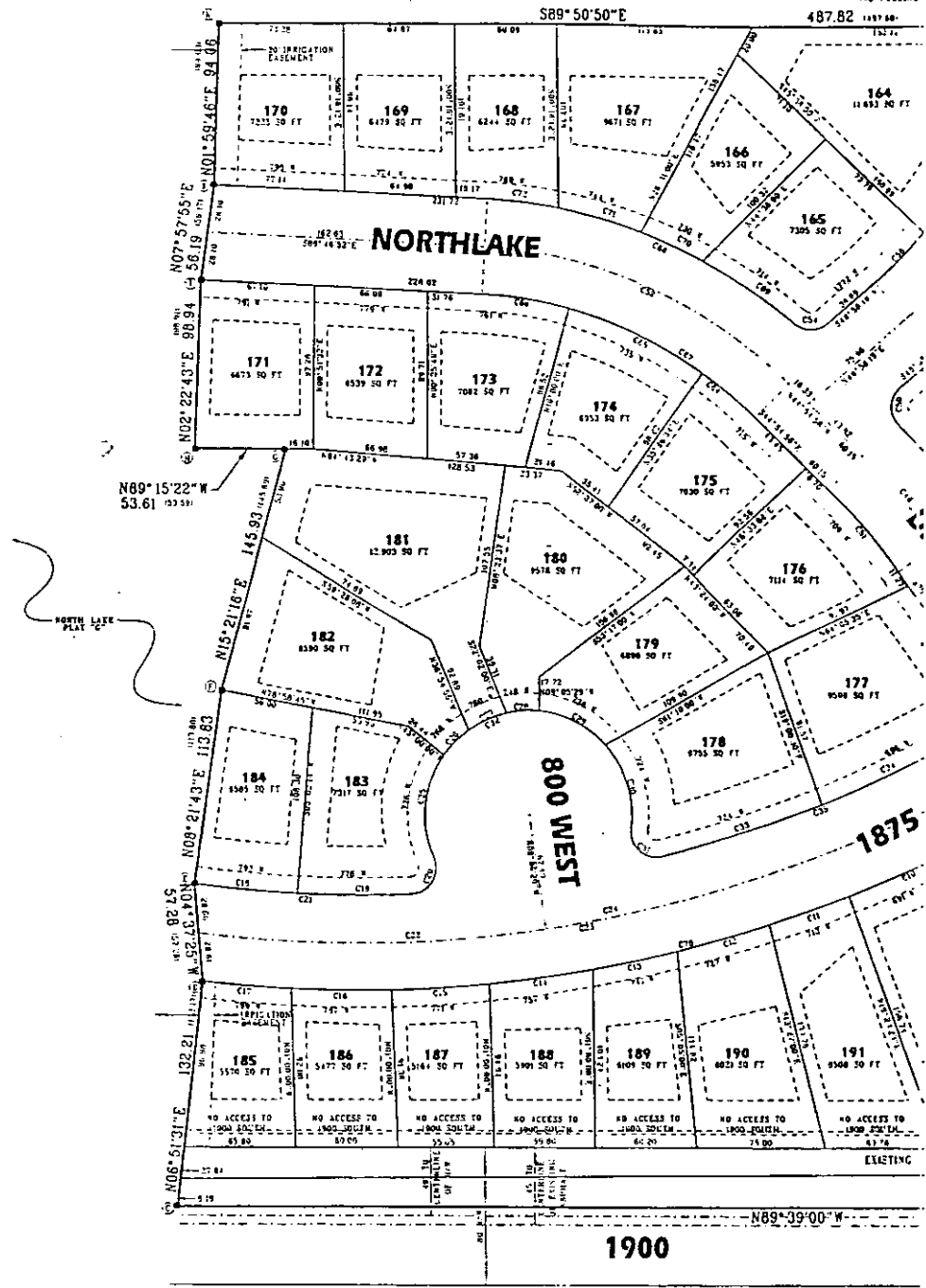
Attest:

[Signature]  
Connie Ashton, City Recorder



- NOTES:**
- 1 THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, VIBRATIONS, EQUIPMENT FACILITIES AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
  - 2 LOTS 185-192 AND 194-198 WILL HAVE NO ACCESS ONTO 1900 SOUTH.
  - 3 NO BASEMENTS WILL BE ALLOWED IN THIS DEVELOPMENT DUE TO THE HIGH WATER TABLE.
  - 4 THE DISTANCE FROM THE CENTERLINE OF THE R.W. TO NEW PROPERTY LINE IS 28' (56' R.W. ON ALL ROADS EXCEPT 1900 SOUTH WHICH IS 40' (80' R.W.).
  - 5 NORTH LAKE PLATS "C", "D" AND "E" WILL NEED TO BE RECORDED PRIOR TO PLAT "F" BEING RECORDED.
  - 6 THIS AREA HAS HISTORIC WATER LEVELS AND OCCURRING DUE TO THE RISING OF THE GROUND WATER TABLE WILL NOT BE RESPONSIBLE FOR HIGH GROUND WATER OR DETENTION REQUIREMENTS IN PLAT "A".
  - 7 BRASS CAP MONUMENT EXTERIOR BOUNDARY TYPE II REBAR 5 ALU 5 REBAR 5 CAP TO BE BRASS WASHER TO BE LOT LINES

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	
C1	275.00	66°29'06"	319.11	N72°39'27"W	301.50
C2	303.00	10°62'71"	55.28	N82°52'59"E	55.21
C3	303.00	08°18'52"	43.97	S67°14'28"E	43.93
C4	303.00	08°37'39"	45.63	S79°16'12"E	45.58
C5	303.00	08°44'55"	46.27	S70°34'55"E	46.22
C6	303.00	10°28'42"	55.41	S60°58'07"E	55.34
C7	303.00	09°25'23"	49.83	S51°01'04"E	49.78
C8	15.00	71°32'12"	19.51	S83°34'29"E	18.17
C9	778.00	04°08'53"	56.32	N01°13'51"E	56.31
C10	778.00	05°04'42"	68.96	N05°50'38"E	68.93
C11	778.00	03°46'57"	51.36	N°0°16'28"E	51.35
C12	778.00	04°08'16"	56.19	N°4°14'04"E	56.17
C13	778.00	03°53'57"	52.95	N°8°15'11"E	52.94
C14	778.00	04°25'59"	60.20	N8°25'09"E	60.18
C15	778.00	04°06'05"	55.69	N36°41'11"E	55.68
C16	778.00	04°25'16"	60.03	S69°03'39"E	60.02
C17	778.00	03°53'27"	52.83	S84°53'17"E	52.82
C18	722.00	04°56'43"	62.32	N44°30'15"W	62.30
C19	722.00	05°20'27"	67.03	N49°38'50"W	67.28
C20	15.00	91°38'44"	23.99	S7°59'32"W	21.52
C21	722.00	10°17'11"	129.62	N87°10'29"W	129.45
C22	750.00	16°23'47"	245.63	N89°54'27"W	213.90
C23	750.00	41°46'30"	546.83	S7°21'22"W	534.80
C24	750.00	25°22'42"	332.20	S69°12'8"W	329.49
C25	61.00	61°05'19"	65.04	S02°24'29"W	62.00
C26	61.00	21°42'04"	23.10	S°3°48'10"W	22.97
C27	61.00	21°59'10"	23.11	S1°5'38'17"W	23.26
C28	61.00	21°49'55"	23.24	S17°33'19"W	23.10
C29	61.00	41°20'28"	44.01	N00°51'29"W	43.07
C30	61.00	52°06'47"	55.48	N°4°07'52"W	53.59
C31	15.00	91°38'47"	23.99	N4°12'21"W	21.52
C32	61.00	220°03'42"	234.29	S1°53'10"W	114.62
C33	722.00	07°53'35"	99.46	S°2°09'34"W	99.38
C34	722.00	08°02'14"	101.28	S4°41'10"W	101.20
C35	722.00	15°55'49"	200.74	S48°08'28"W	200.10
C36	15.00	93°39'10"	24.52	S13°30'36"W	21.88
C37	15.00	81°48'03"	24.48	N40°03'38"W	21.85
C38	722.00	01°44'43"	21.99	S2°19'30"W	21.99
C39	778.00	01°17'19"	17.50	N32°05'39"E	17.50
C40	750.00	05°03'58"	66.31	N53°58'58"E	66.29
C41	247.00	59°30'20"	256.53	N80°43'06"W	245.15
C42	30300	56°02'45"	296.39	N74°19'45"W	284.71
C43	247.00	15°54'31"	68.58	N58°55'11"W	68.58
C44	247.00	17°28'19"	75.32	N°5°36'36"W	75.03
C45	247.00	26°07'31"	112.63	S62°35'29"W	111.65
C46	400.00	09°43'21"	67.88	N10°03'16"W	67.79
C47	428.00	02°37'42"	19.88	N16°31'26"W	19.88
C48	428.00	06°46'34"	50.62	N11°14'34"W	50.59
C49	428.00	09°29'16"	70.50	N19°54'43"W	70.42
C50	15.00	93°36'10"	24.51	N02°10'14"E	21.87
C51	372.00	09°43'21"	63.13	S°0°03'16"E	63.05
C52	275.00	41°51'56"	200.94	N65°50'54"W	196.50
C53	275.00	04°13'18"	20.26	N17°18'14"W	20.26
C54	15.00	81°48'03"	21.42	S89°52'20"W	19.64
C55	275.00	41°35'47"	199.65	S28°10'26"W	195.29
C56	303.00	42°16'01"	223.52	N27°50'19"E	218.49
C57	247.00	40°40'27"	175.34	N38°38'06"E	171.69
C58	247.00	09°06'27"	39.26	S°4°25'05"W	39.22
C59	303.00	12°24'39"	65.63	N12°46'00"E	65.50
C60	303.00	09°58'29"	52.75	N11°34'26"E	52.68
C61	303.00	09°53'46"	52.33	N21°38'18"E	52.27
C62	303.00	09°55'19"	52.47	N1°43'15"E	52.40
C63	247.00	31°33'59"	136.08	S24°04'52"W	134.37
C64	247.00	09°08'22"	39.40	S49°29'07"E	39.36
C65	247.00	20°31'28"	88.48	S64°19'02"E	88.01
C66	247.00	12°12'06"	52.60	S80°40'49"E	52.50
C67	247.00	41°51'56"	180.48	S65°50'54"E	176.49
C68	303.00	37°33'14"	198.60	S68°00'15"E	195.06
C69	303.00	12°08'17"	64.23	N15°18'02"W	64.14
C70	303.00	07°42'00"	40.72	N55°13'25"W	40.69
C71	303.00	09°42'01"	51.30	N73°55'26"W	51.24
C72	303.00	08°00'25"	42.34	N32°46'39"W	42.31
C73	15.00	103°42'14"	27.15	N0°53'11"E	23.59
C74	722.00	03°59'26"	50.29	N30°02'10"W	50.28
C75	1328.00	02°59'55"	69.50	N79°32'24"W	69.49
C76	1272.00	02°59'53"	66.56	N79°32'24"W	66.55
C77	778.00	04°54'37"	66.68	N30°29'46"W	66.66
C78	778.00	37°53'31"	514.52	N78°06'10"E	505.20



TABULATIONS	
ZONE	R-12 PRD
TOTAL AREA	98.46 ACRES
PLAT "F" AREA	10.96 ACRES
PARK AREA	22.02 ACRES
NET DEVELOPABLE AREA	90.48 ACRES
OF LOTS (TOTAL)	298 LOTS
OF LOTS (PLAT "F")	41 LOTS
OVERALL DENSITY	4.40 UNITS/ACRE
OVERALL DENSITY IS BASED ON TOTAL AREA MINUS WETLANDS	

**LEI**  
 Consulting Engineers  
 and Surveyors, Inc.  
 3302 No. Main St.  
 Spanish Fork, UT 84660  
 801-738-0555 Fax 801-738-8283

EXPERIENCED HIGH GROUND  
BY EVEN SURFACE FLOODING  
TAKEN IN WET YEARS LEHI CITY  
DAMAGE RESULTING FROM  
THIS PLAT ARE INCLUDED

SECRETED TO BE SET & ALL  
POINTS.

MONUMENT TO BE SET

ALL LOT CORNERS, NAIL AND  
CURB & PROJECTION OF SIDE

FENCING NOTES:

- 1. THE FOLLOWING FENCING TO BE INSTALLED BY DEVELOPER:  
6" SEMI-PRIVATE WHITE VINYL FENCE IS TO BE INSTALLED  
ALONG 1900 SOUTH (SEE DETAIL G, SHEET 6 OF THE  
CONSTRUCTION DRAWINGS).
- 2. 6" NO-CLIMB FENCE WITH 1 1/2" SCH. 40 OR EQUAL POSTS  
WITH A 1 1/2" SCH. 40 OR EQUAL TOP RAIL IS TO BE  
INSTALLED ALONG THE NORTH BOUNDARY.
- 3. FENCING IS NOT REQUIRED TO BE INSTALLED ALONG ANY  
OTHER BOUNDARY.

SURVEYOR'S CERTIFICATE

I, NATHAN H. PRICE DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR AND THAT I  
HOLD CERTIFICATE NO 351378 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH I FURTHER  
CERTIFY BY AUTHORITY OF THE ORDER I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN  
ON THIS PLAT AND DESCRIBED BELOW AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS,  
BLOCKS, STREETS AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED  
ON THE GROUND AS SHOWN ON THIS PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

ENT 95057:2004 P6 8 of 19  
BOUNDARY DESCRIPTION

BEGINNING AT POINT LOCATED N89°49'35"W ALONG THE SECTION 20 LINE 148.02 FEET AND NORTH  
994.85 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 20 T5S R1E SLB&M THENCE

COURSE	DISTANCE	REMARKS
N89°39'00"E	833.26	
N86°51'31"E	133.33	
N81°37'25"E	57.28	
N83°21'47"E	113.83	
N15°21'16"E	145.93	
N89°15'22"W	53.61	
N02°22'43"E	98.94	
N07°57'55"E	56.19	
N01°59'46"E	91.06	
S89°50'50"E	487.82	
S89°59'11"E	172.97	
S27°23'28"W	183.54	
S48°21'23"W	80.36	
S37°35'48"E	101.01	
S58°16'08"E	59.48	
S48°23'28"E	83.45	
N55°59'23"E	18.25	
S27°09'00"E	115.97	
S18°28'00"W	64.89	
S07°23'00"E	162.85	TO THE POINT OF BEGINNING
		CONTAINING 19.96 ACRES

BASIS OF BEARING ALONG SECTION LINE AS SHOWN

DATE \_\_\_\_\_ SURVEYOR  
(See Seal Below)

OWNER'S DEDICATION

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

IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

ACKNOWLEDGEMENT

STATE OF UTAH S.S.  
COUNTY OF UTAH

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

MY COMMISSION EXPIRES \_\_\_\_\_ A NOTARY PUBLIC COMMISSIONED IN UTAH

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

ACCEPTANCE BY LEGISLATIVE BODY

THE COUNTY OF UTAH APPROVES THIS SUBDIVISION AND HEREBY ACCEPTS THE DEDICATION OF ALL  
STREETS, EASEMENTS, AND OTHER PARCELS OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE  
PERPETUAL USE OF THE PUBLIC THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_

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

APPROVED \_\_\_\_\_ ENGINEER (See Seal Below) ATTEST \_\_\_\_\_ CLERK-RECORDER (See Seal Below)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS \_\_\_\_\_

CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

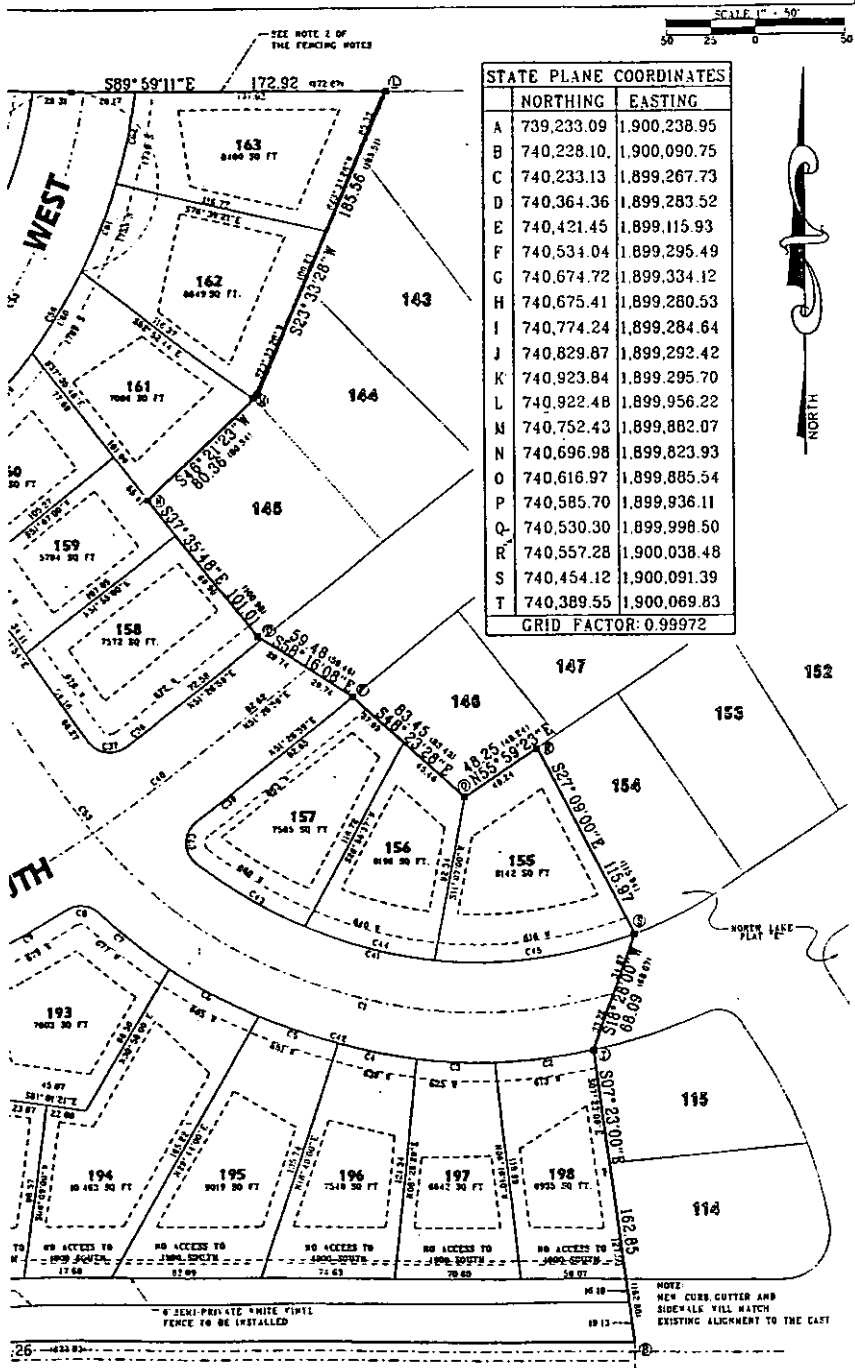
APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D. 20\_\_\_\_ BY THE  
PLANNING COMMISSION

DIRECTOR-SECRETARY \_\_\_\_\_ CHAIRMAN, PLANNING COMMISSION \_\_\_\_\_

PLAT "F"  
(SHEET 1 OF 2)

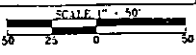
**NORTHLAKE**  
Exhibit "A"  
(A PLANNED RESIDENTIAL DEVELOPMENT)

RECEIVED COUNTY UTAH  
JUL 11 2002  
LEHI CITY

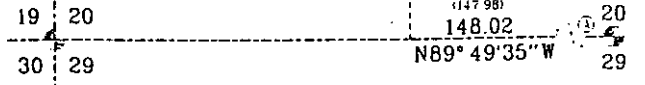


	NORTHING	EASTING
A	739,233.09	1,900,238.95
B	740,228.10	1,900,090.75
C	740,233.13	1,899,267.73
D	740,364.36	1,899,283.52
E	740,421.45	1,899,115.93
F	740,534.04	1,899,295.49
G	740,674.72	1,899,334.12
H	740,675.41	1,899,280.53
I	740,774.24	1,899,284.64
J	740,829.87	1,899,292.42
K	740,923.84	1,899,295.70
L	740,922.48	1,899,956.22
M	740,752.43	1,899,882.07
N	740,696.98	1,899,823.93
O	740,616.97	1,899,885.54
P	740,585.70	1,899,936.11
Q	740,530.30	1,899,998.50
R	740,557.28	1,900,038.48
S	740,454.12	1,900,091.39
T	740,389.55	1,900,069.83

GRID FACTOR: 0.99972

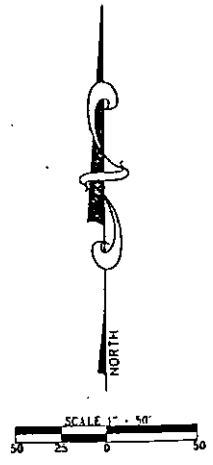
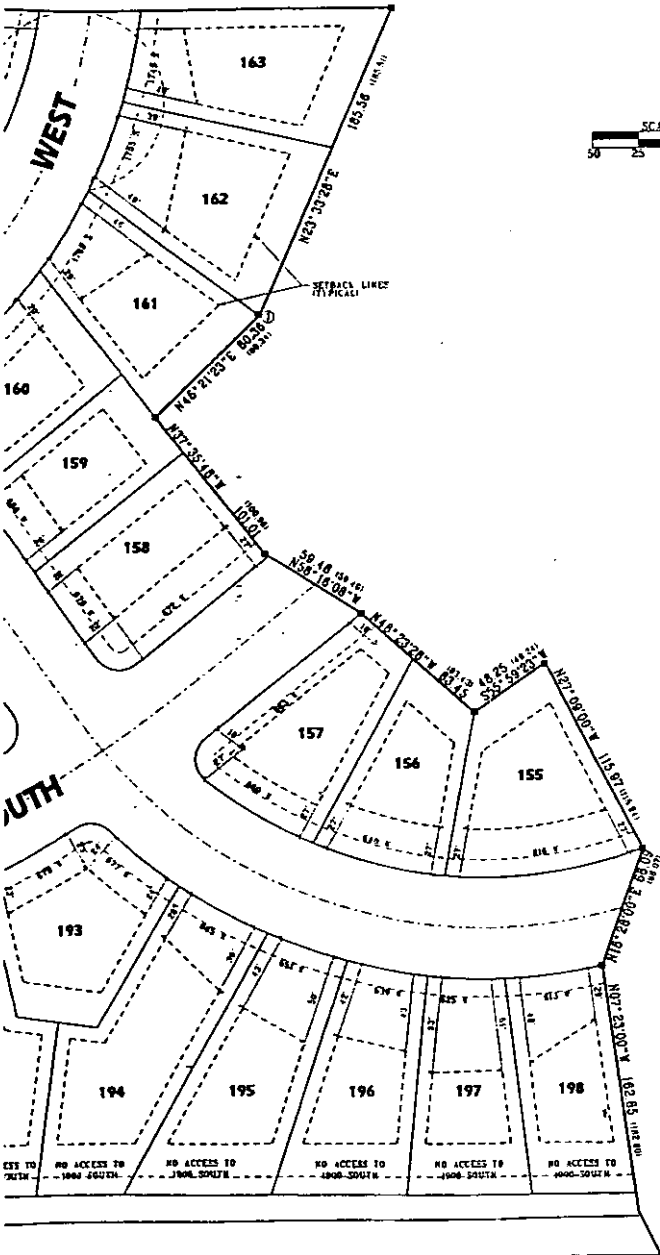


SOUTH 1/4  
CORNER OF  
SECTION 20  
T5S, R1E,  
SLB&M (1920  
GLO MONUMENT)  
ELEV: 4494.66



This form approved by \_\_\_\_\_ County and the undersignatories thereon





SOUTH 1/4  
 CORNER OF  
 SECTION 20  
 T5S, R1E,  
 SLB&M (1920  
 GLO MONUMENT)  
 ELEV: 4494.66  
 1994.60  
 994.65  
 NORTH  
 1991.05  
 148.02  
 N89° 49' 35" W

PLAT "F"  
 (SHEET 2 OF 2)  
**NORTH LAKE**

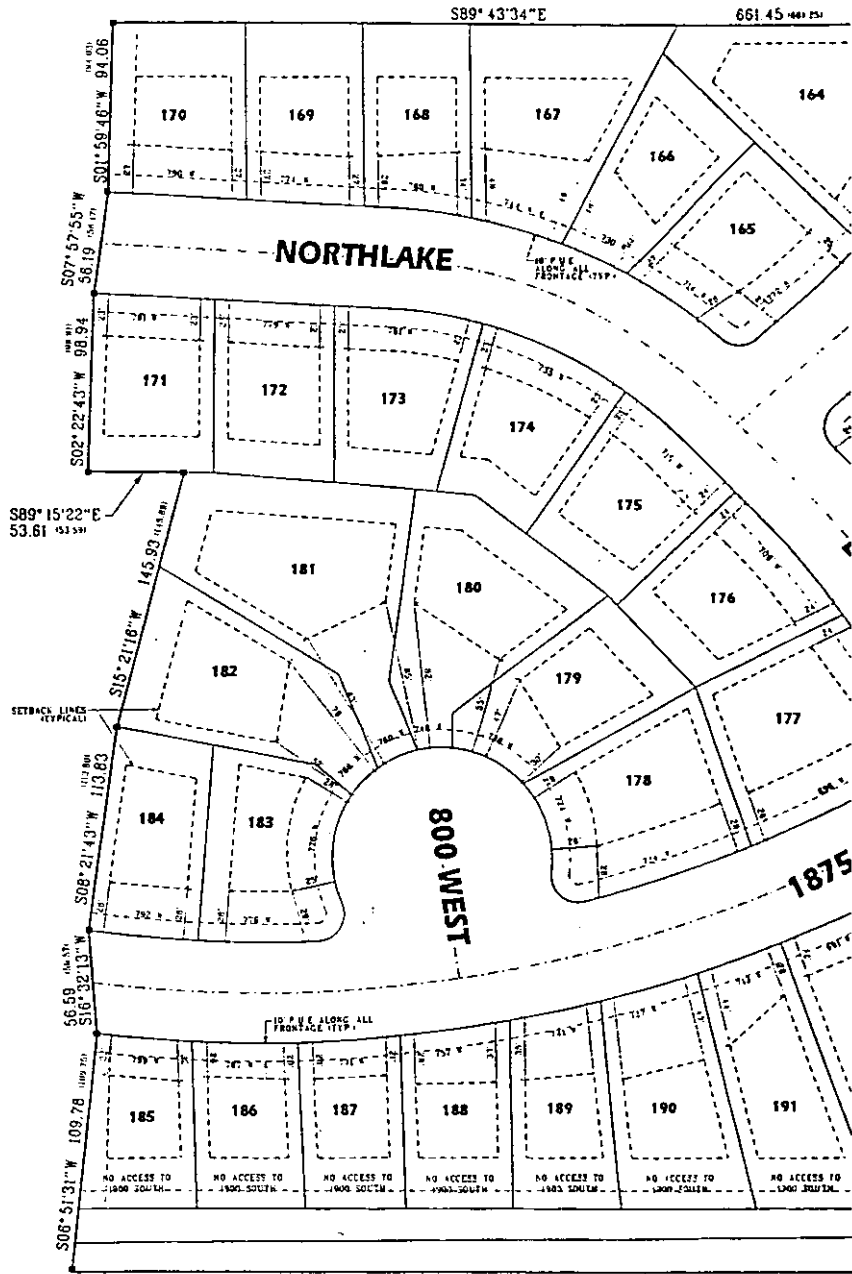
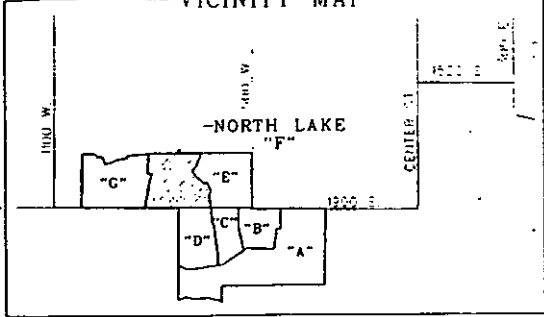
(A PLANNED RESIDENTIAL DEVELOPMENT)

LEHI UTAH COUNTY UTAH

SCALE 1" = 40 FEET

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

This plat is approved by Utah County and the municipalities therein.



**FRONT SETBACK TABLE**

**NOTE**

1. SETBACKS FOR LOTS 170-183 ARE MEASURED PERPENDICULAR OR RADIIALLY FROM THE FRONT PROPERTY LINE. ALL OTHERS ARE MEASURED AS AN EXTENSION OF THE SIDE SETBACK LINE.
2. ALL SIDE YARD SETBACKS ARE 8' AND ALL REAR YARD SETBACKS ARE 15' EXCEPT LOTS ON THE PERIMETER OF THE SUBDIVISION WHICH HAVE 10' SIDE YARD SETBACKS AND 30' REAR YARD SETBACKS. THESE LOTS INCLUDE 163-164, 167-170, 185-192 AND 194-198.



Consulting Engineers  
and Surveyors, Inc.  
3302 No. Main St.  
Spanish Fork, UT 84660  
801-798-0555 Fax 801-798-8333

# Exhibit "B"

## COVENANTS, CONDITIONS AND RESTRICTIONS

OF

ENT 95057:2004 PG 11 of 19

## NORTH LAKE SUBDIVISION, LEHI, UTAH

### PLAT "F"

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

Plat "F" of North Lake Subdivision do hereby make the following declarations as to limitations, restrictions and uses to which the lots of the North Lake Subdivision Plat "F", shall be put, hereby specifying that the said declaration shall constitute covenants to run with all of the land within the above mentioned plats as provided by law and shall be binding upon all of the parties and all persons claiming under them, and for the benefit of and limitations upon all future owners in the said addition, this declaration of restrictions being designated for the purpose of keeping the said subdivision desirable, uniform, and suitable in architectural and landscape design and use as herein specified.

#### A. AREA OF APPLICATION

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

#### B. ARCHITECTURAL AND LANDSCAPE COMMITTEE

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

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

#### C. RESIDENTIAL AREA COVENANTS

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

- d. Any deviation from these requirements must be approved by Lehi City.
9. **Exterior Building Elevations:** Dwelling elevations shall vary from lot to lot and no elevation configuration, exterior façade, or floor plan shall be duplicated on adjacent lots having common side lot lines, or lots on opposite sides of the road which have common frontage.

10. **Landscaping:**

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

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

**Popular or Common Name**

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

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

**Popular or Common Name**

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

11. **Fencing:**

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

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

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

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

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

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

3. **Final Plans:** (To be filed for approval and accepted by the Architectural Committee before construction is begun.) Final Plans shall include as a minimum the following:
- a. Plot plans to scale showing the entire site, buildings, garages, walks, drives and retaining walls, with elevations of the existing and finished grades and contours, including those at the outside corners of the buildings and at adjacent property lines and street fronts, and elevations of floors from a designated point on the street.
  - b. Detailed floor plans.
  - c. Detailed elevations, indicating all materials and colors and showing existing and finished grades.
  - d. Detailed sections, cross and longitudinal.
  - e. Details of cornices, porches, windows, doors, garage or carports, garden walls, steps, patios, etc.

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

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



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

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

**E. GENERAL PROVISIONS**

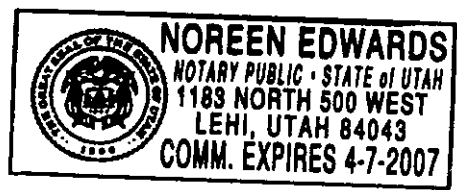
- 1. **Extent of Obligation:** The said covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon the grantees, successors, executors, administrators and assigns, and are imposed upon the land as an obligation and charge against the same for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

WITNESS our hands this <sup>2nd</sup> ~~1st~~ day of AUGUST, 2004 ENT 95057:2004 PG 18 of 19

Grant W. Bangerter  
GRANT W. BANGERTER  
GTG INVESTMENTS, L.L.C.

STATE OF UTAH     )  
                              : ss  
COUNTY OF UTAH    )

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



Noreen Edwards  
NOTARY PUBLIC

