

When recorded return to:  
Richmond American Homes of Utah, Inc.  
Attn: Jennifer Lathrop  
3600 S. Yosemite St., Suite 1000  
Denver CO 80237

E 1967080 B 3487 P 1290  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 MAR 2 4:08 PM FEE 18.00 DEP J  
REC'D FOR BONNEVILLE TITLE COMPANY, INC.

PART OF 08-013-0011 AND  
PART OF 08-014-~~0060~~ AND 0034  
PART OF 11-094-0060

S<sup>1</sup>/<sub>2</sub>-32 > 4N-111  
N<sup>1</sup>/<sub>2</sub>-S

Above space reserved for recording information

**ANNEXATION OF REAL PROPERTY  
AND AMENDMENT TO  
DECLARATION OF COVENANTS CONDITIONS  
AND RESTRICTIONS**

and

**LIMITED ASSIGNMENT OF  
DECLARANT'S RIGHTS  
FOR**

**PHEASANTBROOK NORTH SUBDIVISION  
PHASE 1B**

**KAYSVILLE, UTAH**

THIS ANNEXATION OF REAL PROPERTY AND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS and LIMITED ASSIGNMENT OF DECLARANT'S RIGHTS ("Amendment") is executed, to be effective upon is recordation, by and between FIELDSTONE PARTNERS, L.L.C., a Utah limited liability company ("Declarant") and RICHMOND AMERICAN HOMES OF UTAH, INC., a Colorado corporation ("Richmond") Declarant and Richmond are individually or collectively referred to as a "Party" or the "Parties".

RECITALS:

A. Declarant recorded a Declaration of Covenants, Conditions and Restrictions ("Declaration") in the office of the Davis County Recorder on October 24, 2003 in Book 3403 at page 335, encumbering certain "Additional Property" defined therein.

B. The parties desire to annex some of the Additional Property under the terms and conditions of the Declaration.

C. The Parties desire to amend the Declaration as more fully set forth below.

D. All capitalized terms herein shall have the meanings given in the Declaration unless otherwise specifically defined herein.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. Definitions. "Richmond Property" shall mean the real property described in Exhibit "A", attached hereto and made a part hereof.

2. Annexation. The Richmond Property is hereby subject to all the terms and conditions of the Declaration.

3. Section 3.29. The Richmond Property is not subject to Section 3.29 of the Declaration, as written. Section 3.29 is hereby amended and restated in its entirety as to the Richmond Property only:

"Within sixty (60) days following an Owner's purchase of a lot from Richmond, each Owner shall complete minimum landscaping of the Lot. If the Owner purchases a Lot from Richmond during the winter, i.e. October 15 through February 28, the Owner shall landscape the Lot by April 15 following severe winter months. Minimum landscape is grass and sprinklers. If an Owner purchases a Lot from Richmond, Richmond will deposit the sum of Five Hundred Dollars (\$500.00) into escrow with the Homeowners' Association (the "Landscape Deposit") at the time the Owner takes title to said Lot. The Landscape Deposit may be released to the Owner upon Homeowners' Association determining, in a timely manner, that the Owner has complied with the landscaping provisions set forth above. If the required improvements are not completed by the Owner within the required timeframes and beginning at the end of the installation period, the \$500.00 Landscape Deposit will be forfeited to the Homeowners' Association, and the Homeowners' Association is allowed to fine the Owner \$200.00 per month until the required improvements are installed."

4. Limited Assignment of Declarant's Rights. Declarant does hereby assign to Richmond all of the rights of Declarant as far as said rights extend to the Richmond Property except those rights as a Class A member of the Pheasantbrook Homeowners Association, Inc.

5. Indemnification. Richmond hereby agrees to indemnify and hold Fieldstone harmless from and against any and all claims, demands, lawsuits, causes of action, judgments, orders, attorney's fees and costs relating to Richmond's discharge and availment of rights and obligations as Declarant under the Declaration including, without limitation, Declarant's obligations under Section 3.29 of the Declaration.

IN WITNESS WHEREOF, this Amendment is effective the date first above written.

DECLARANT

FIELDSTONE PARTNERS, L.L.C.,  
a Utah limited liability company

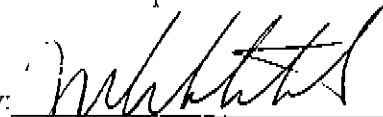
Date: 3/1/04

By: 

Name: Griffin M. Johnson

Its: Managing Member

RICHMOND AMERICAN HOMES OF UTAH, INC.,  
a Colorado corporation

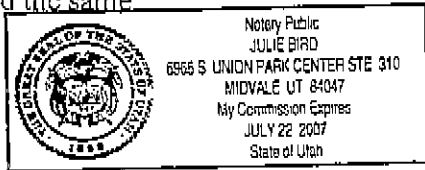
By: 

Name: John Stubs

Its: President

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

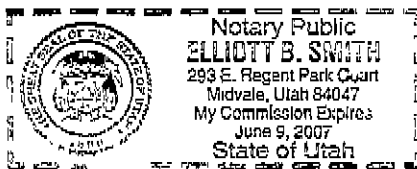
On the 1st day of March, 2004, personally appeared before me Griffin M. Johnson, who being by me duly sworn did say that he is the Managing Member of Fieldstone Partners, L.L.C., a Utah limited liability company, the entity that executed the foregoing instrument, and he acknowledged to me that the within and foregoing instrument was signed in behalf of said entity by authority of articles of organization of said limited liability company, and the said Griffin M. Johnson duly acknowledged to me that said Fieldstone Partners, L.L.C. executed the same.



[Signature]  
Notary Public

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

On the 2nd day of March, 2004, personally appeared before me John Stubbs, who being by me duly sworn did say that he is the President of Richmond American Homes of Utah, Inc., a Colorado corporation, the corporation that executed the foregoing instrument, and acknowledged to me that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said John Stubbs duly acknowledged to me that said corporation executed the same.



[Signature]  
Notary Public

## EXHIBIT "A"

Future Residential portion of the Proposed Pheasantbrook North Cluster Subdivision Phase 3A, not including the proposed Parcels 'C' and 'D', to wit: A parcel of land lying and situate in the Southeast Quarter of Section 32, Township 4 North, Range 1 West, and the North half of Section 5, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Kaysville City, Davis County, Utah. Basis of Bearing for subject parcel being North 89°54'47" East 4328.65 feet (measured) between the Davis County brass monument monumentalizing the Northwest corner of said Section 5 and the Davis County witness monument in the top of the Westerly curb of Angel Street at the point of intersection with the North line of said Section 5. Subject parcel being more particularly described as follows:

Commencing at the Northwest corner of said Section 5 thence North 89°54'47" East 3899.44 feet coincident with the North line of said Section 5; thence North 00°05'13" West 504.96 feet to the point of beginning; thence South 50°17'55" West 372.17 feet to a point of curvature; thence Easterly 151.04 feet along the arc of a 280.00 foot radius curve to the right (center bears North 39°42'05" West) through a central angle of 30°54'29"; thence South 81°12'24" West 92.37 feet; thence South 08°47'36" East 161.60 feet; thence South 81°46'54" West 96.38 feet; thence South 52°45'57" West 240.00 feet; thence South 37°14'03" East 20 feet; thence coincident with the Boundary of PHEASANTBROOK NORTH SUBDIVISION (PHASE 3B) the following nine (9) courses (1) South 52°45'57" West 195.00 feet (2) North 37°14'03" West 30.00 feet (3) South 52°45'57" West 210.00 feet (4) South 37°14'03" East 10.00 feet (5) South 52°45'57" West 160.00 feet (6) South 80°44'43" West 90.59 feet (7) North 37°14'03" West 137.50 feet (8) South 52°45'57" West 12.79 feet (9) North 37°14'03" West 207.00 feet; thence North 52°45'57" East 252.79 feet; thence South 37°14'03" East 49.50 feet; thence North 52°45'57" East 885.73 feet; thence North 37°14'03" West 18.94 feet; thence North 52°45'57" East 190.32 feet to a point on the Westerly line of Island View acres Subdivision; thence the following two (2) courses coincident with the Westerly line of said subdivision (1) South 39°45'08" East (South 39°43'00" East per deed) 276.45 feet; to a point 8 feet Southeasterly from the Southerly line of said ISLAND VIEW SUBDIVISION; (2) North 50°17'55" East 313.95 feet; thence South 39°42'49" East 59.99 feet (South 39°43'00" East per deed) more or less, along the westerly right-of-way line of ANGEL STREET to the point of beginning.