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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
4/30/2008 10:46:00 AM
FEE \$46.00 Pgs: 19
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR TITLE CO

WHEN RECORDED, PLEASE RETURN TO:

Farmington City
Attn: City Manager
130 North Main
P.O. Box 160
Farmington, Utah 84025

108235 08-443-0001, 08-444-0001, 08-314-0568 AMENDMENT NO. 3 TO FARMINGTON RANCHES DEVELOPMENT AGREEMENT

RECITALS:

- A. Developer and City previously entered into the Development Agreement, as amended, which Development Agreement governs the development of that certain real property containing approximately 719 acres and located at approximately 100 North and 1525 West in Farmington City, Davis County, Utah, as more fully described in **Exhibit 1** hereto ("Project").
- B. Developer has transferred ownership of the underlying fee to Conservation Land and Open Space within the Project to the HOA by various deeds and recorded documents, including transfer of ownership to such parcels in Phase 3, 4 and 5 of the Project.

property owned by the HOA, and as an incentive to do so, the HOA has offered to donate a portion of the Conservation Lands within the Project to the City for such purposes.

D. The City, Developer and HOA desire to amend the Development Agreement, and Exhibits thereto, to facilitate the creation and development of a public park within the Project and to allow for the transfer of fee title ownership of a portion of the Conservation Land within the Project from the HOA to the City for such purposes.

AMENDMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree to amend the Development Agreement as follows:

- 1. Section 1 of the Development Agreement regarding Recitals is hereby amended and restated in its entirety as follows:
 - 1. <u>Incorporation of Recitals</u>. The above Recitals are hereby incorporated into this Agreement. In the event there is a conflict between any provision of the Recitals and the provisions set forth in this Agreement, or any amendments thereto, the Agreement and the amendments thereto shall govern.
- The Project Master Plan and the Project Development Guidelines, which are attached to the Development Agreement as Exhibit "C," and as previously amended by Amendment No. 2 to the Development Agreement, are hereby amended as set forth in **Exhibit 2** to this Amendment No. 3. As reflected in **Exhibit 2**, the Project Master Plan is amended to provide for and show the general location of a desired public park in the Project. As further reflected in **Exhibit 2**, the Project Development Guidelines are amended to provide for and address the addition of a public park in the Project and to address architectural and development restrictions regarding the same. The public parks, if constructed, shall be constructed at no expense to, and without the participation of, the Developer.
- 3. Section 5(b) of the Development Agreement regarding Specific Projects, as previously amended by Amendment No. 2 to the Development Agreement, is hereby amended to read in its entirety as follows:
 - a. <u>Specific Projects</u>. The Developer has proposed and shall be entitled to develop one church site, one elementary school site, and 540 single-family lots (the "Specific Projects") for the Property. All Specific Projects proposed by the Developer shall be reviewed for regulatory approval by the City in accordance with the City's Laws. Notwithstanding the foregoing, the City shall not require a reduction in the gross densities set forth on the Project Master Plan or a modification of the general configuration or proposed uses set forth thereon except to the extent actually required by the existing land use regulations of the City, it being expressly agreed that the City's execution of this Agreement represents a present exercise of its legislative discretion and approval of the gross densities,

general configuration and proposed uses set forth on the Project Master Plan and that such densities, general configuration and proposed uses are not subject to reduction or modification except to the extent actually required by the existing land use regulations of the City. The Developer has proposed the following Specific Projects to the City, approximately:

- i. 83 single-family lots comprising one acre or more;
- ii. 50 single-family lots comprising one-half to one acre;
- iii. 46 single-family lots comprising 20,000 square feet to one-half acre lots;
 - iv. 365 single-family lots comprising 10,000 to 20,000 square foot lots;
 - v. 413 acres of open space, including a public park;
 - vi. one church site;
 - vii. one elementary school site.
- 4. Section 5(d) of the Development Agreement regarding Conservation Land Requirements, as previously amended by Amendment No. 2 to the Development Agreement, is hereby amended to read in its entirety as follows:
 - Conservation Land Requirements. The Developer shall preserve open space đ. within the Property as shown on the Project Master Plan designated as "Conservation Land." All Conservation Land as identified in the Project Master Plan shall be preserved by permanent conservation easement(s) in the form attached hereto as Exhibit "B" or other acceptable methods of protection and preservation. The conservation easement(s) shall be recorded in conjunction with the recording of the phase or phases with which the particular parcel of Conservation Land is associated; provided, however, that all such conservation easements must be recorded prior to or concurrently with the last phase of the Project. Unless excess Conservation Land has previously been subjected to the terms of a conservation easement, the Conservation Land associated with each phase shall be sized so as to represent approximately the same percentage of the total Conservation Land as the number of lots included in the associated phase represents to the total number of lots in the Project. No separate parcel[s] of Conservation Land shall be associated with the church or elementary school site. The configuration of the Conservation Land actually made subject to conservation easements shall generally conform with the Project Master Plan. The Developer has submitted a sample maintenance plan for all Conservation Land contained within the Project pursuant to the requirements of the City's Laws (the "Maintenance Plan"), which Maintenance Plan is attached to the form Conservation Easement set forth in Exhibit "B" and forms a part thereof. All Conservation Land shall be maintained in accordance with the Maintenance Plan approved and adopted with the conservation easement for the subject phase of development and recorded against the property. The underlying fee of the

Conservation Land may be owned by the Developer or an affiliate thereof, a homeowners' association, private non-profit conservation entity, the State of Utah, the City or such other entity or individual as is approved in writing by the City. The grantee of the conservation easement(s) shall be the City or a tax-exempt, non-profit organization qualified under Section 501(c)(3) and/or 170(h)(3) of the Internal Revenue Code, and mutually acceptable to the City and the fee title owner, whose purpose and expertise includes the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, recreational, and/or open space condition.

- 5. Section 15 of the Development Agreement regarding Architectural Requirements, as previously amended by Amendment No. 2 to the Development Agreement, is hereby amended to read in its entirety as follows:
 - Architectural Requirements. The architecture of structures located within the Project shall comply with the City's Laws and the Protective Covenants, as defined hereafter, for the particular phase of the Project. The Architectural control committee shall review and stamp when approved all plans prior to the submittals of plans to the City in conjunction with a building permit application or other applications. Such portions of the Conservation Land as are developed and operated pursuant to the requirements of the conservation easement recorded with respect thereto and an approved site plan and/or conditional use permit shall comply with the Project Development Guidelines as set forth in Exhibit "C" and all buildings and other material structures located within Conservation Lands shall be architecturally compatible with the architectural guidelines set forth in the Protective Covenants, as defined herein, for the large lot phases of the Project. Nothing in this Section shall apply to structures located on property owned in fee title by the City.
- Agreement. To the extent the terms of this Amendment modify or conflict with any provisions of the Development Agreement, the terms of this Amendment shall control. All other terms of the Development Agreement not modified by this Amendment shall remain the same and are hereby ratified and affirmed. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Development Agreement unless a contrary intent is clearly indicated. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, officers, employees, representatives, agents, successors, and assigns.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

ENTERED INTO AND AGREED TO on the date first set forth above.

"CITY"

FARMINGTON CITY

ATTEST:

Margy Longx, City Recorder

Poy. 21. 1867 UND

By: Mayor Scott O Harbertson

"DEVELOPER"

BOYER WHEELER FARM, LC, a Utah limited liability company by its Manager

THE BOYER COMPANY, LC, a Utah limited liability company

"HOA"

FARMINGTON RANCHES HOMEOWNERS ASSOCIATION

Its:

ENTERED INTO AND AGREED TO on the date first set forth above.

"CITY" **FARMINGTON CITY** ATTEST: By:__ Mayor Scott C. Harbertson Margy Lomax, City Recorder "DEVELOPER" BOYER WHEELER FARM, LC, a Utah limited liability company by its Manager THE BOYER COMPANY, LC, a Utah limited liability company By: Its: Manager "HOA" **FARMINGTON RANCHES HOMEOWNERS** ASSOCIATION

> By: Its:

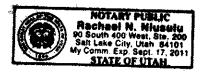
CITY ACKNOWLEDGMENT

| STATE OF UTAH |) | | | |
|---|--|--|-----------------------|-----------------------------------|
| COUNTY OF DAVIS | :ss) | | | |
| On the HARBERTSON, who municipal corporation of the City by authority of the City executed the sa | being duly swor of the State of Ut its governing b | n, did say that he is th ah, and that the foreg | oing instrument was s | NGTON CITY, a signed in behalf of |
| | | Notary Pul | olic | |
| | | | | |

DEVELOPER ACKNOWLEDGMENT

STATE OF UTAH) :ss.
COUNTY OF SALT LAKE)

On the day of April, 2008, personally appeared before me should, who being by me duly sworn did say that s/he is a Manager of THE BOYER COMPANY, LC, a Utah limited liability company, the Manager of BOYER WHEELER FARM, LC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company by authority of a resolution of its members; and s/he acknowledged to me that said limited liability company executed the same.



Rachael Wynniamu Notary Public

CITY ACKNOWLEDGMENT

| STATE OF UTAH |) |
|-----------------|-----|
| | :ss |
| COUNTY OF DAVIS |) |

On the 15th day of April, 2008, personally appeared before me SCOTT C. HARBERTSON, who being duly sworn, did say that he is the Mayor of FARMINGTON CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Scott C. Harbertson acknowledged to me that the City executed the same.



Margy L. Lomaso Notary Public

DEVELOPER ACKNOWLEDGMENT

| Utah limited liability company, the Manager of BOYER WHEELER FARM, LC, a Utah | |
|--|---------|
| On the day of April, 2008, personally appeared before me who being by me duly sworn did say that s/he is a Manager of THE BOYER COMPANY Utah limited liability company, the Manager of BOYER WHEELER FARM, LC, a Utah | |
| who being by me duly sworn did say that s/he is a Manager of THE BOYER COMPANY Utah limited liability company, the Manager of BOYER WHEELER FARM, LC, a Utah | |
| who being by me duly sworn did say that s/he is a Manager of THE BOYER COMPANY Utah limited liability company, the Manager of BOYER WHEELER FARM, LC, a Utah liability company, and that the foregoing instrument was signed in behalf of said limited l | , |
| Utah limited liability company, the Manager of BOYER WHEELER FARM, LC, a Utah | , LC, a |
| | |
| | |
| company by authority of a resolution of its members; and s/he acknowledged to me that said | |
| liability company executed the same. | |
| | |
| | |
| | |
| Notary Public | |

Margy L. Lomaso Notary Public

HOMEOWNERS ACKNOWLEDGMENT

| STATE OF UTAH |) | |
|--------------------|-----------------|---|
| | :ss. | |
| COUNTY OF DAVIS |) | |
| On the 24th day of | E april | , 2008, personally appeared before me |
| Mordon Cras | trel | who being by me duly sworn did say |
| | esident | of FARMINGTON RANCHES |
| | on by authority | hat the foregoing instrument was signed in behalf of of a resolution of its Board of Directors; and they executed the same. |

MARGY L LOMAX
NOTARY PUBLIC • STATE OF UTAH
268 \$ 75 W
P O BOX 488
FARMINGTON, UT 84025
COMM. EXP. 11/29/2011

EXHIBIT 1 to Amendment No. 3 to Development Agreement

Legal Description of Project Property

Beginning at a point which is North 0°15'24" West 680.20 feet along the Section line from the east quarter corner of Section 27, Township 3 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah and running thence South 89°27'22" West 658.74 feet; thence South 2°02'47" East 167.88 feet; thence South 11°52'56" East 626.12 feet; thence North 89°44'44" West 574.91 feet to the meander line of the Great Salt Lake; thence along said meander line the following 4 courses and distances: North 40°00'00" West 1914.00 feet, North 03°40'43" West 1280.83 feet, North 13°00'00" West 2970.00 feet, North 09°55'45" East 2415.76 feet to a section line: thence North 89°51'10" East 2621.47 feet along said section line; thence South 0°09'07" East 1400 feet; thence North 89°51'10" East 18.48 feet to a section line; thence North 0°09'07" West along said section line 1400.00 feet to the northeast corner of said Section 22, thence North 89°45'48" East 1176.78 feet along the section line; thence South 0°14'12" East 192.06 feet; thence North 89°45'48" East 1327.06 feet to the west line of 1525 West Street; thence along said street line South 0°01'15" West 2450.85 feet to a quarter section line; thence South 0°09'56" East 805.74 feet along said street line; thence South 89°14'58" West 1176.68 feet; thence South 0°10'24" East 1802.72 feet; thence North 89°49'35" East 1176.38 feet to the west line of 1525 West Street; thence along said west line South 0°09'56" East 19.80 feet to the section line; thence South 89°49'35" West 1177.40 feet along the section line to a fence line; thence along a fence line South 0°03'29" West 587.41 feet to a fence corner; thence South 89°52'45" West 1316.73 feet along a fence to the section line; thence along the section line South 0°15'24" East 1374.04 feet to the point of beginning.

Containing 719.2 Acres

EXHIBIT 2 to Amendment No. 3 to Development Agreement

Revised Project Master Plan and Project Development Guidelines as Exhibit "C" to the Development Agreement

Farmington Ranches Revised Project Master Plan April 2008 Public Park BUFFALO RANCHES THE MOYER COMPANY PARAMENOTOR UTAM REVEED MASTER PLAN

Farmington Ranches Conservation Subdivision

Revised Project Development Guidelines

April 2008

SECTION 1 - PURPOSE

The purpose of these Project Development Guidelines, also referred to herein as "Development Guidelines," is to supplement the development criteria for the development of Farmington Ranches contained in the Development Agreement and Covenants, Conditions and Restrictions and to ensure that the overall planning philosophy is carried out as each portion of the community is built. All construction within Farmington Ranches shall comply with Covenants, Conditions and Restrictions and be approved by the Architectural Control Committee (ACC). City Laws shall apply to all issues and standards that are not clearly and specifically addressed in these Development Guidelines. In order to resolve any ambiguity on the part of these Development Guidelines as they may relate to City Laws, it is agreed that matters relating to health and safety only shall generally be interpreted in favor with City Laws and generally accepted engineering standards.

Along with the Development Guidelines, a procedure for architectural review will be established to evaluate every proposal for development in the community. This shall be accomplished by the Architectural Control Committee established by the Owner's Association. The purpose of this review by the Architectural Control Committee is to ensure that the high standards of the community set forth in this document are upheld in each phase of development.

These Development Guidelines are intended to govern development in Farmington Ranches and, as such, may be subject to change where the Developer and City determine that the change would be in the best interest of Farmington Ranches and Farmington City as a whole.

The Development Guidelines are binding on any persons, entity, company or firm which intends to engage in home construction within Farmington Ranches.

SECTION 2 – DEVELOPMENT CONCEPT

Farmington Ranches will be a conservation subdivision developed on approximately 719 acres in the western portion of Farmington City (the "City") on the shores of the Great Salt Lake. Farmington Ranches has evolved through a careful planning process. The Boyer Wheeler Farm, L.C. (the "Developer") of Farmington Ranches, performed environmental, engineering, and planning studies all of which have been incorporated into the "Project Master Plan." Farmington Ranches is envisioned to provide a variety of land uses which may include a church, an elementary school, a public park, a variety of residential uses from quarter acre residential lots to one acre custom estates, and open space. The development will be clustered so as to preserve large contiguous blocks of wetlands, and a cross project and shoreline trail.

Developer will design each phase of the project consistent with the Project Master Plan and will control the architecture through the Design Guidelines as interpreted and implemented by the Farmington Ranches Architectural Control Committee. All home builders within Farmington Ranches requiring a building permit from the City will be required to present written evidence to the City that the Architectural Control Committee has approved its plans prior to City issuance of a building permit.

It is anticipated that Farmington Ranches will be developed in multiple phases. Within each phase of construction there may be a variety of land uses. The phased construction of Farmington Ranches will respond to the possibility of variation in market demand for residential development without compromising the intent or general design of the Project Master Plan for Farmington Ranches delineated from the outset of the project. Subject to the Development Agreement, the Developer will submit preliminary and final plats for the City's consideration and approval. The size, order and the number of phases will be determined by the Developer after consultation with the City.

Farmington Ranches is located adjacent to the Great Salt Lake in close proximity to the Farmington Bay Bird Refuge which is managed by the Utah State Department of Natural Resources. In accordance with the Development Agreement and Conservation Easements, Farmington Ranches is designed to promote the goals of this unique eco-system by preserving natural vegetation, geologic features, wildlife habitat and open space and also minimizing the amount of grading and earth work to develop the streets and lots. A cluster type development has been utilized to minimize disturbance of wetlands or sensitive terrain. The design will attempt to incorporate the natural drainage courses with minimal improvements so as to avoid disturbing the natural scenic beauty of the Farmington Bay/Great Salt Lake area. Careful attention will be given to revegetation of the disturbed areas within the Conservation Easement.

SECTION 3 – THE DEVELOPMENT PLAN

Farmington Ranches is a conservation subdivision and has been conceived as a comprehensive master planned residential community, enhanced and supported by other non-residential uses.

A. Planning Objectives

The planning objectives for Farmington Ranches consistent with the approved Project Master Plan and Development Agreement are intended to accomplish the following:

- · Provide an aesthetic residential community of neighborhoods offering a variety of housing sizes and prices of high quality design and value to the consumer.
- Provide open space as depicted on the Project Master Plan by clustering development within the uplands in the northeast area of the site.
- Provide the opportunity to live within a unique natural environment and quality community lifestyle with the Wasatch Mountains east of the development providing a scenic drop back for this development.

- Provide a comprehensive plan for open spaces incorporating a cross project and shoreline trail easement which will provide access through the community and to the Farmington Bay Bird Refuge.
- Provide for a public park and community open space uses.

B. Phasing Strategy

The phasing strategy for Farmington Ranches is intended to accomplish the following in a progressive, orderly and timely manner:

- Supply major utility and infrastructure construction during initial phases of development.
- Provide an orderly development pattern to accommodate safe, efficient traffic circulation.

Developer shall bond for and guarantee the installation of infrastructure within a phase with each final plat map in accordance with the Development Agreement and the City's Laws.

C. Land Use

The Project Master Plan has been approved by the City and has placed development into four categories: 1) Residential; 2) Institutional (non-residential); 3) Special Use; and 4) Open Space. This is designed to provide flexibility in developing Farmington Ranches by allowing the market to influence the residential and commercial product. Over the life of the project, the product will be determined and submitted to the City as a series of preliminary plats consistent with Project Master Plan. This allows the product to respond to the market and will ensure that the City will have an opportunity for review as each preliminary plat map is submitted.

1. Residential

A range of residential uses and building types will be provided. The residential product will provide for first-time homebuyers, young families, and horse property. The approved overall residential density of the project will be 540 dwelling units. The concept being utilized provides flexibility but also ensures to the City that the approved density will not be exceeded.

- a) <u>Allowable Uses in the Residential Areas</u> shall include the following subject to meeting Farmington City Zoning Ordinance requirements:
 - · Permanent detached residential housing.
 - Garages, barns, stables, coops, corrals or other similar structures, accessory buildings, structures and uses related and ancillary to a permitted use.
 - · Fences, walls and trellises, signs and entry monuments.
 - Swimming pools and other recreational structures and amenities.

- · Trails and other open space uses.
- Home occupations.
- · Nursery or greenhouses.
- Assisted living facilities.

2. Institutional

Land designated for an elementary school and church. Development applications for both uses will be subject to the conditional use and site plan review process as outlined in the Farmington City Zoning Ordinance.

3. Special Use Area

The Special Use Area will become the project entry to Farmington Ranches.

4. Open Space

A major element and benefit of the project is the large network of open space connecting wetland and wildlife habitat area or uplands to the Great Salt Lake that is being left in its existing or natural state. The use of this space shall be governed by the Conservation Easement and the Development Agreement.

Cross project and shoreline trail easements will be integrated into the final design consistent with the Project Master Plan.

A public park may be developed as part of the open space within the Project, as more particularly shown on the Project Master Plan. Structures and facilities on property within the Project owned in fee by Farmington City shall not be subject to the architectural guidelines or Architectural Control Committee review.

D. Community Support Facilities

1. Community Support Facilities Locations

Community Support Facilities, as defined herein, may be located in the project. Sites for these parcels range in size generally from 3 to 12 acres and will be located generally along collector roads or adjacent to open space lands. The intended use of these parcels is for public or municipal services such as schools and churches. Outside the developed or platted areas, open space and trails will be protected from development through conservation easements or transfer of property to the City.

Underground utilities, drainage improvements and other compatible facilities in the non-platted, natural open space areas may be allowed by the City as required to support the community.

2. Trails

Cross project and shoreline trail easements as designated on the Project Master Plan will be used to interconnect areas of Farmington Ranches. The trails may eventually connect to offsite trail networks in Farmington, Kaysville, and Davis County. These trails will be built and maintained in accordance with the Development Agreement. The location of trails shall be shown on each Preliminary Plat for review and approval by the City and incorporated into the Final Plat Map design. Upon final inspection and acceptance by the City, all trails shall thereafter be maintained in accordance with the Development Agreement with Farmington City.

3. Open Space

Open space shall be set aside consistent with the Project Master Plan for protection through the use of conservation easements or other acceptable means of protection or dedication to Farmington City. Indiscriminate clearing of native vegetation is prohibited.

4. Church

The provision for a church site is an important element of the Project Master Plan. The Church facility architecture and landscape design shall be subject to approval by the Architectural Control Committee and subject to City approval.

5. School

Development of an elementary school is a necessary and desired element of the Project. The location of a new school shall be generally in accordance with the Project Master Plan. The Davis County school District has indicated, for planning purposes only, that there may be the need for one (1) elementary school within Farmington Ranches. The school site should be approximately 12 net acres with good pedestrian and vehicular access and circulation. A joint use school/park location or corner location is encouraged. Developer will cooperate with the School District and the City for an adequate school site to serve the residents of Farmington Ranches.

SECTION 4 – DEVELOPMENT STANDARDS

A. <u>Streets – General</u>

Streets are only schematically shown on the approved Farmington Ranches Project Master Plan. Analysis of each development phase will be performed as each preliminary plat map is proposed and submitted to the City for review and approval. The final design and street alignments shall be determined with each preliminary plat map. These streets will be constructed by the Developer in tandem with the development of each phase and dedicated to the City. Streets will be planned within each individual phasing plan and constructed by the Developer or other developer and dedicated to the City. Where private drives occur, they will be made a part of adjacent property and will be maintained by owners.

The Developer must design preliminary plat review street sections, and their site specific design and application that conform to City ordinances and are appropriate based on civil engineering design prepared by qualified licensed professionals.

1. Lot Layout and Land Use Relationships - Single-Family Detached Residential

The land use relationships of Farmington Ranches shall conform to the Project Master Plan approved by the City. It is currently anticipated that the Developer shall prepare and submit all preliminary plats and final plats directly to the City for approval without the review and approval of the Architectural Control Committee. In the event that Developer makes a bulk land sale of non-platted land to another developer or builder, the other Developer or builder shall submit the lot layouts and/or preliminary plat maps to the City for approval.

2. Height and Setback Restrictions - Single-Family Detached Residential

All plot plans for residential lots shall be approved by the Architectural Control Committee prior to building permit applications to the City and shall conform to the height and setback requirements set forth in the Covenants, Conditions and Restrictions and City ordinances.

C. Site Amenities and Design Features

1. Project Entries

Farmington Ranches may be designed to provide an integrated design of landscaping, monumentation and signage compatible with the surrounding environment.

A project entry serves to introduce and define the limits of the community and is intended to impart a subtle, tasteful introduction to the community.

The Farmington Ranches entry may consist of a defined geographic area which may contain some combination of an entry feature, decorative walls, landscaping, special lights and signing.

All monuments and signage shall be approved by the Developer and the City. Entry features, monuments and signage shall be owned and maintained by the Owner's Association. All signage will comply with City ordinances.

2. Street Lighting

Lighting shall be utilized as necessary to provide the functional requirements of safety, security and identification. Street intersections, cross-walks and other areas may be lighted as necessary for public safety. Light sources shall meet City approved lighting standards and shall be shielded and directional, discretely illuminating only essential areas. Street light locations shall be proposed by the Developer and approved by the City.

3. Landscaping and Revegetation

Landscaping and revegetation shall conform to the Development Agreement.

The major community entry is located on Clark Lane as one enters the property. This major entry will be highlighted by being within a passive park-like setting designed to illustrate the natural beauty of Farmington Ranches.

4. <u>Visual Impacts</u>

Whenever residential building development occurs within Farmington Ranches, the design elements shall conform to the Covenants, Conditions and Restrictions.