

**LEHI CITY
PLANNING DEPT.
88 WEST MAIN, STE. # 100
LEHI, UTAH 84043**

**DEVELOPMENT AGREEMENT
JORDAN WILLOWS SUBDIVISION, PHASE II, PLAT N
A PLANNED RESIDENTIAL DESIGN PROJECT**

This Development Agreement is entered into as of this 4 day of April, 2007, by and among the owners and developers of the Jordan Willows Subdivision, Phase II, Plat N, (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.

ENT 68807:2007 PG 1 of 22
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2007 May 09 3:25 pm FEE 0.00 BY SW
RECORDED FOR LEHI CITY CORPORATION

RECITALS

Whereas, the Developer has sought approval of a 75 lot Planned Residential Design Project designated as Jordan Willows Subdivision, Phase II, Plat N, a copy of which is attached hereto as Exhibit A; and,

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

Whereas, the developer is willing to modify the design of the project and voluntarily agrees to 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 Jordan Willows Subdivision, Phase II, Plat N, 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 (Exhibit B) 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. Developer agrees to comply with restrictive covenants and enforce the same so long as Developer has standing to do so. 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.

2. 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.”

3. Developer agrees to provide notification to all individual lot buyers of the proposed 106 foot Arterial Road right-of-way on the northeast end of the plat as shown on the Lehi City Master Transportation Plan.

4. In satisfaction of Developer’s park dedication requirement for Jordan Willows, Phase II, Plat N, pursuant to the provisions of the PRD overlay zone, the Developer has dedicated open space (including wetlands) to Lehi City by plat and by warranty deed as a condition of recording Plat N.

5. Developer will obtain proper permits and coordinate all construction of road crossings, trails, etc., through the wetland areas with the Army Corp of Engineers and Lehi City.

6. Developer acknowledges this area has historically experienced high ground water levels and occasionally even surface flooding due to the rising of Utah Lake in wet years. Because of this, no basements will be allowed below the existing natural ground. Lehi City will not be responsible for damage resulting from high ground water or flooding.

7. Developer agrees to comply with architectural design standards specified in Section 16.050 of the Lehi City Development Code attached as Exhibit C. The Architectural Committee will approve and sign all building plans prior to filing with Lehi City for a building permit. Typical approved elevations are attached as Exhibit D.

8. 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.

9. 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.

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

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

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

13. If this Development Agreement or any of the exhibits hereto are breached, the

party at fault agrees to pay attorney's fees and all costs of enforcement of the non-breaching party.

Dated: 4/4/07

Jordan Willows Subdivision, Phase II, Plat N

By: Samuel Drown

By: _____

Its: Director of Land Acquisition

Its: _____

ACKNOWLEDGMENT

STATE OF UTAH

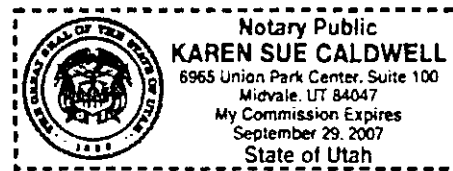
S.S.

COUNTY OF UTAH

On the 4 day of April 2007, personally appeared before me Samuel Drown the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: February 29, 2007

Karen Sue Caldwell
NOTARY PUBLIC



Dated: 4-12-07

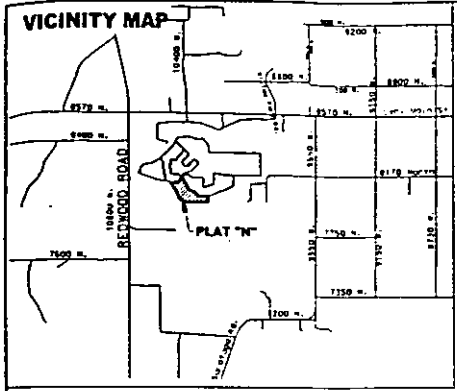


Lehi City Corporation

By: Howard H. Johnson
Howard H. Johnson, Mayor

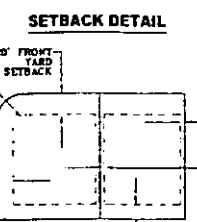
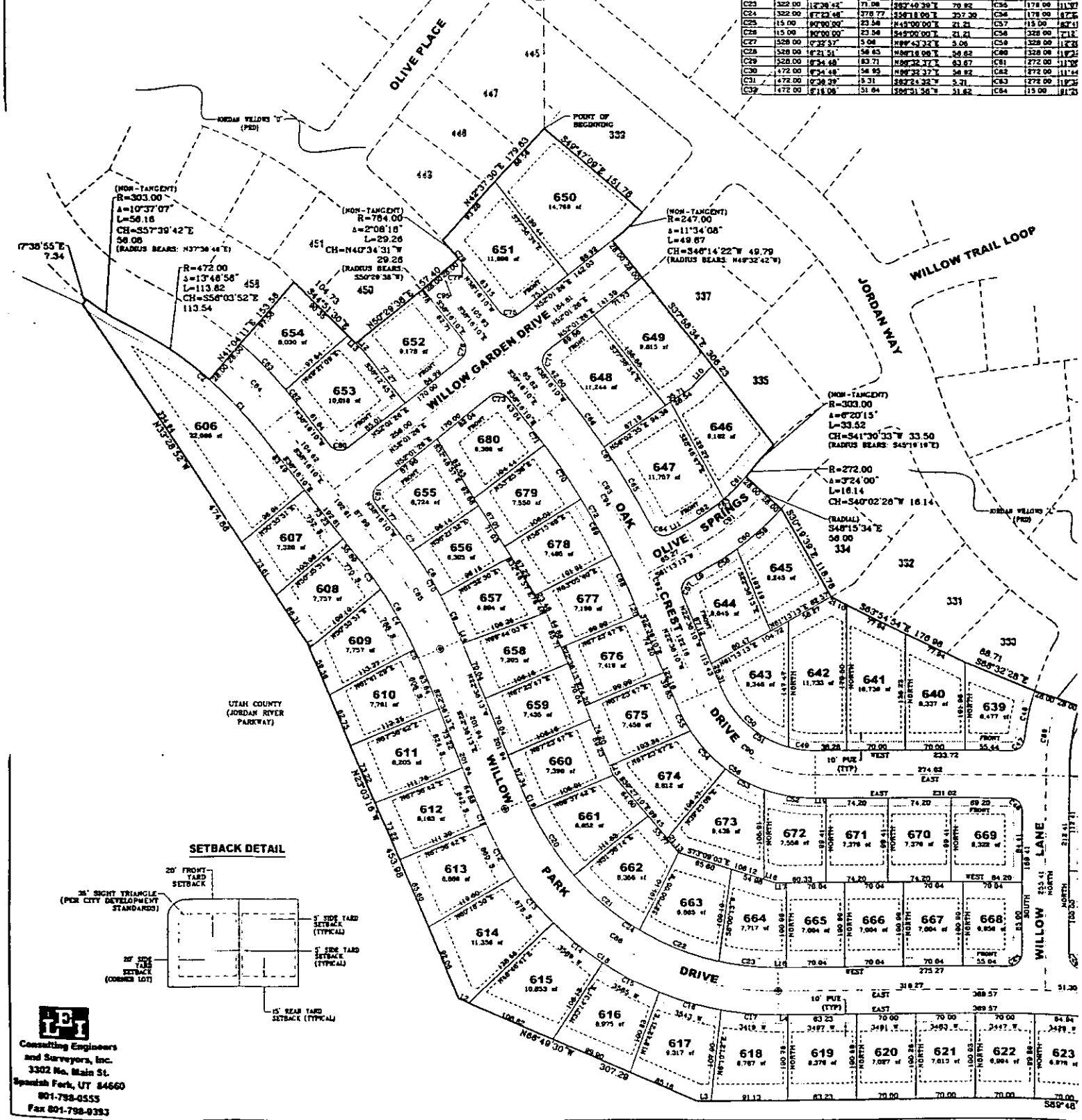
Attest:

Connie Ashton
Connie Ashton, City Recorder



NORTHWEST CORNER OF SECTION 13, T5S, R1W, S1B&M 1991 COUNTY MONUMENT
 WEST 1/4 CORNER OF SECTION 13, T5S, R1W, S1B&M
 EAST 1/4 CORNER OF SECTION 13, T5S, R1W, S1B&M

CURVE	RADIUS	DELTA	LENGTH	CHORD	CURVE RADIUS	D
C1	472.00	10°49'29"	87.62	143.28 00° W	87.70	C33
C2	472.00	2°42'11"	293.56	143°37'15" W	201.93	C34
C3	472.00	1°32'27"	574.41	135°29'58" W	37.40	C35
C4	472.00	1°32'27"	574.41	135°29'58" W	37.40	C36
C5	472.00	1°32'27"	574.41	135°29'58" W	37.40	C37
C6	472.00	1°32'27"	574.41	135°29'58" W	37.40	C38
C7	528.00	2°42'29"	25.28	132°28'11" W	128.65	C39
C8	528.00	2°42'29"	25.28	132°28'11" W	128.65	C40
C9	528.00	2°42'29"	25.28	132°28'11" W	128.65	C41
C10	528.00	2°42'29"	25.28	132°28'11" W	128.65	C42
C11	378.00	1°32'18"	8.34	132°15'07" W	6.34	C43
C12	378.00	1°32'18"	8.34	132°15'07" W	6.34	C44
C13	378.00	1°32'18"	8.34	132°15'07" W	6.34	C45
C14	378.00	1°32'18"	8.34	132°15'07" W	6.34	C46
C15	378.00	1°32'18"	8.34	132°15'07" W	6.34	C47
C16	378.00	1°32'18"	8.34	132°15'07" W	6.34	C48
C17	378.00	1°32'18"	8.34	132°15'07" W	6.34	C49
C18	378.00	1°32'18"	8.34	132°15'07" W	6.34	C50
C19	322.00	1°13'36"	12.70	132°44'01" W	12.70	C51
C20	322.00	1°13'36"	12.70	132°44'01" W	12.70	C52
C21	322.00	1°13'36"	12.70	132°44'01" W	12.70	C53
C22	322.00	1°13'36"	12.70	132°44'01" W	12.70	C54
C23	322.00	1°13'36"	12.70	132°44'01" W	12.70	C55
C24	322.00	1°13'36"	12.70	132°44'01" W	12.70	C56
C25	115.00	10°00'00"	23.58	149°00'00" W	21.21	C57
C26	115.00	10°00'00"	23.58	149°00'00" W	21.21	C58
C27	528.00	1°32'57"	5.04	149°43'32" E	3.08	C59
C28	528.00	1°32'57"	5.04	149°43'32" E	3.08	C60
C29	472.00	1°32'48"	58.93	149°22'37" E	58.92	C61
C30	472.00	1°32'48"	58.93	149°22'37" E	58.92	C62
C31	472.00	1°32'48"	58.93	149°22'37" E	58.92	C63
C32	472.00	1°32'48"	58.93	149°22'37" E	58.92	C64



LEI
 Consulting Engineers
 and Surveyors, Inc.
 3302 No. Main St.
 Spanish Fork, UT 84660
 801-798-0555
 Fax 801-798-0383

SURVEYOR'S CERTIFICATE

I DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. _____ IN ACCORDANCE WITH TITLE 50, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNER(S) THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND DO HEREBY DEDICATE SAID TRACT AS SHOWN ON THIS PLAT, AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

BEGINNING AT A POINT LOCATED 1085.112' E ALONG THE 1/4 SECTION LINE 17.63 FEET AND SOUTH 1506.02 FEET FROM THE WEST 1/4 CORNER OF SECTION 13, T5S, R1E, S11.88N, TOWNERS

COURSE	DISTANCE	REMARKS
S49°47'09" E	151.78	
ALONG AN ARC	L=48.87	R=247.00 Δ=11°34'00" CH=346.10 ΔZ=49.78 (RADIUS BEARS N49°32'42" W)
S57°58'34" E	308.23	
ALONG AN ARC	L=33.52	R=303.00 Δ=6°20'33" CH=341.00 ΔZ=31.50
ALONG AN ARC	L=18.14	R=272.00 Δ=3°24'00" CH=340.00 ΔZ=18.14 (RADIUS BEARS S45°19'19" E)
S48°15'34" E	50.00	
S50°19'30" E	118.78	
S65°41'54" E	178.00	
S82°32'28" E	88.71	
S72°42'28" E	58.00	
ALONG AN ARC	L=82.06	R=272.00 Δ=17°17'34" CH=308.00 ΔZ=81.78 (RADIUS BEARS S72°42'28" E)
EAST	100.27	
SOUTH	112.41	
EAST	210.12	
N60°07'52" E	81.99	
EAST	88.48	
S73°45'07" E	148.00	
S50°33'00" E	281.00	
S80°48'30" W	1042.13	
N60°49'30" W	307.29	
N20°02'16" W	453.88	
N33°28'50" W	474.88	
N37°30'55" E	7.34	
ALONG AN ARC	L=58.16	R=303.00 Δ=10°37'07" CH=337.36 ΔZ=58.08 (RADIUS BEARS N37°30'42" W)
ALONG AN ARC	L=113.82	R=472.00 Δ=13°48'58" CH=526.00 ΔZ=113.84
N41°04'11" E	153.58	
S44°51'30" E	104.73	
S50°29'30" E	157.40	
ALONG AN ARC	L=29.08	R=704.00 Δ=2°08'18" CH=1403.00 ΔZ=29.28 (RADIUS BEARS S50°29'30" W)
N42°37'30" E	179.83	TO THE POINT OF BEGINNING

COURTAGE 20.11 ACRES
 BASIS OF COURSE: N60°48' E ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER TO THE NORTHWEST CORNER OF SECTION 13, T5S, R1E

DATE _____ SURVEYOR (See Seal Below)
 STATE OF UTAH ACKNOWLEDGMENT
 COUNTY OF UTAH S.S.

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 OR 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

OWNER'S DEDICATION

I, DOV ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THIS SURVEYOR'S CERTIFICATE HEREIN 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 DEDICATED HEREON FOR THE PERPETUAL USE OF THE PUBLIC.

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

RESTITUTION BONES UTAH, LLC, A UTAH LIMITED LIABILITY COMPANY

NAME _____ BY _____ TITLE _____

PLAT "N"

JORDAN WILLOWS II

A PLANNED RESIDENTIAL DEVELOPMENT

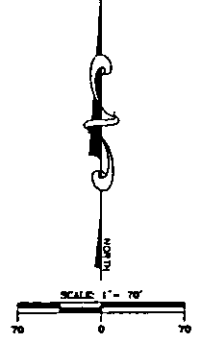
LEHI UTAH COUNTY, UTAH

SCALE 1" = 80 FEET

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

This Area approved by Utah County and the surrounding States thereon.

STATION	CHORD	CURVE	RADIUS	DELTA	LENGTH	CHORD
1	S28°12'30" W	C65	958.00	62°34'	111.17	N61°12'30" E
2	S28°12'30" W	C66	958.00	62°34'	111.17	N61°12'30" E
3	S28°12'30" W	C67	958.00	62°34'	111.17	N61°12'30" E
4	S28°12'30" W	C68	958.00	62°34'	111.17	N61°12'30" E
5	S28°12'30" W	C69	958.00	62°34'	111.17	N61°12'30" E
6	S28°12'30" W	C70	958.00	62°34'	111.17	N61°12'30" E
7	S28°12'30" W	C71	958.00	62°34'	111.17	N61°12'30" E
8	S28°12'30" W	C72	958.00	62°34'	111.17	N61°12'30" E
9	S28°12'30" W	C73	958.00	62°34'	111.17	N61°12'30" E
10	S28°12'30" W	C74	958.00	62°34'	111.17	N61°12'30" E
11	S28°12'30" W	C75	958.00	62°34'	111.17	N61°12'30" E
12	S28°12'30" W	C76	958.00	62°34'	111.17	N61°12'30" E
13	S28°12'30" W	C77	958.00	62°34'	111.17	N61°12'30" E
14	S28°12'30" W	C78	958.00	62°34'	111.17	N61°12'30" E
15	S28°12'30" W	C79	958.00	62°34'	111.17	N61°12'30" E
16	S28°12'30" W	C80	958.00	62°34'	111.17	N61°12'30" E
17	S28°12'30" W	C81	958.00	62°34'	111.17	N61°12'30" E
18	S28°12'30" W	C82	958.00	62°34'	111.17	N61°12'30" E
19	S28°12'30" W	C83	958.00	62°34'	111.17	N61°12'30" E
20	S28°12'30" W	C84	958.00	62°34'	111.17	N61°12'30" E
21	S28°12'30" W	C85	958.00	62°34'	111.17	N61°12'30" E
22	S28°12'30" W	C86	958.00	62°34'	111.17	N61°12'30" E
23	S28°12'30" W	C87	958.00	62°34'	111.17	N61°12'30" E
24	S28°12'30" W	C88	958.00	62°34'	111.17	N61°12'30" E
25	S28°12'30" W	C89	958.00	62°34'	111.17	N61°12'30" E
26	S28°12'30" W	C90	958.00	62°34'	111.17	N61°12'30" E



LINE	BEARING	LENGTH
1	S28°12'30" W	7.36
2	S28°12'30" W	13.45
3	S28°12'30" W	17.03
4	EAST	11.40
5	EAST	20.50
6	N89°00'13" E	11.59
7	EAST	18.48
8	EAST	8.30
9	S81°31'13" E	28.12
10	S44°29'44" W	38.84
11	S91°13'13" W	30.09
12	N44°51'30" W	13.80
13	N44°51'30" W	26.13
14	EAST	4.52
15	S22°36'13" E	11.70
16	S73°09'49" E	14.48
17	EAST	12.77
18	EAST	10.11
19	EAST	13.42
20	S22°36'10" W	8.11

NOTES
 1. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOURCE ZONING ORDINANCES, REGULATIONS, AND ANY OTHER APPLICABLE ASSOCIATED WITH THE OCCUPANCY OF THIS AREA. FUTURE RESIDENTS SHOULD ALSO BE AWARE OF THE ZONING ORDINANCES AND ANY OTHER APPLICABLE ASSOCIATED WITH THE OCCUPANCY OF THIS AREA.
 2. IF PUBLIC UTILITY EASEMENTS ALONG ALL ROADWAYS (AS SHOWN), SUCH EASEMENTS WILL BE DEEMED TO BE WELFARE.
 3. NO RESIDENTS WILL BE ALLOWED IN THIS SUBDIVISION AS PER GEOTECHNICAL STUDY.
 4. ALL HOUSE PLANS TO BE SECURED BY ARCHITECTURAL REVIEW COMMITTEE PRIOR TO SUBMITTING FOR BUILDING PERMIT.
 5. LOTS 633-636 AND 639-634 WILL BE REMOVED FROM THE FLOOD FLOOD PLAN AFTER IMPROVEMENTS ARE COMPLETED PER LETTER OF MAP REVISIONS (LOMR) ISSUED BY THE ARMY CORPS OF ENGINEERS. BUILDING PERMITS CANNOT BE ISSUED UNTIL CHANGING IS COMPLETED AND ACCEPTED BY THE ARMY CORP. OF ENGINEERS.
 6. TO OBTAIN A CAP TO BE SET AT ALL LOT CORNERS, NAIL AND BRASS WASHER TO BE SET BY CURB OR PROJECTION OF SIDE LOT LINES.
 7. ALL ROADWAYS SHOWN ON THIS PLAT ARE 50.00 FEET WIDE AND DEDICATED FOR PUBLIC USE.
 8. WELFARE MARKERS WILL BE INSTALLED BY OTHERS AT ALL MAJOR INTERSECTIONS IN WELFARE AREAS.
 9. THE LOCATION OF MAIL BOXES AND ABOVE-GROUND UTILITIES ARE DETERMINED BY GOVERNMENTAL AGENCIES AND/OR UTILITY COMPANIES AND MAY ENCROACH LOTS IN THIS SUBDIVISION.

LEGEND
 ○ TYPE B (ALUMINUM CAP AND BEARING) MONUMENT TO BE SET.
 □ FLOOD PLANE (APPROXIMATE) LOCATION PER FEMA F.I.R.M. MAP.
 □ WELFARE (LOCATION PER DELINEATION PREPARED BY MFG. INC.)

ZONE	RA-1 (RESIDENTIAL)
PLAT "N" AREA	20.11
# OF LOTS (PLAT "N")	75 LOTS
TOTAL DENSITY	3.73 UNITS/ACRE

* ADDITIONAL DENSITY (UP TO 400 BUILDING LOTS) GIVEN FOR DEDICATION OF 100' BUREAU-OF-WAY AND OFFSITE ROAD CONNECTION TO PLOT'S PLACE SUBDIVISION.

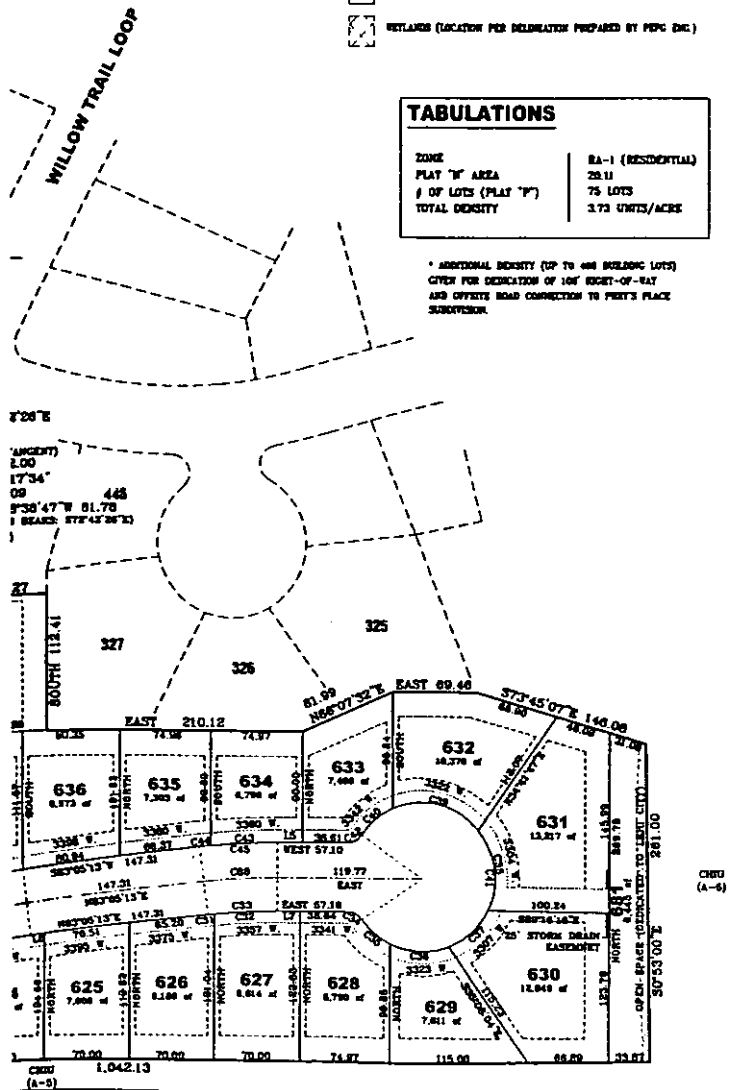


Exhibit "B"

March 22, 2007

**DECLARATION OF INCLUSION OF PLAT N OF THE JORDAN WILLOWS
DEVELOPMENT WITHIN THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR JORDAN WILLOWS
DEVELOPMENT, UTAH COUNTY, UTAH**

This Declaration of Inclusion is made this 22 day of March, 2007, by Fieldstone Homes Utah, L.L.C., a Utah Limited Liability Company ("Fieldstone") referred to herein as "Declarant".

RECITALS

A. Fieldstone is the owner of the following described real property (the "Plat N Property") located in Utah County, Utah, and known as Jordan Willows Development, Plat N, lots 606 to 680:
See the attached Exhibit "A"

B. The Declarant previously caused to be recorded in the Office of the County Recorder for Utah County on November 21, 2003 at Entry No. 184944:2003, that certain Declaration of Covenants, Conditions and Restrictions for Jordan Willows Development Utah County, Utah, with respect to Phase 1 of the Jordan Willows Development located in Utah County, Utah (the "CC &R's").

C. Pursuant to the terms of the CC&R's, the Declarant is permitted to subject Additional Property which is part of the Jordan Willows Development, including the Plat N Property, to the terms of the CC&R's.

D. Declarant is now prepared to develop the Plat N Property and wishes to subject the Plat N Property to the CC&R's by this Declaration of Inclusion.

E. All capitalized terms herein shall have the same meaning as those set forth in the CC&R's unless otherwise stated herein.

DECLARATION

Declarant hereby declares that Lots 606 to 680 within the Plat N Property shall be held, sold, conveyed, encumbered, leased, used, occupied and approved subject to the protective covenants, conditions, restrictions and equitable servitude set forth in the CC&R's, all of

which are created for the mutual benefit of the Owners. It is the intention of the Declarant in imposing these covenants, conditions, and restrictions to protect and enhance the property values and aesthetic values of the Lots by eliminating inconsistent uses or improvements, all for the mutual protection and benefit of the Owners. The covenants, conditions and restrictions set forth in the CC&R's are intended to, and shall in all cases run with the title of the land, and be binding upon the successors, assigns, heirs, lien holders, and any other person holding any interests in the Lots, and shall inure to the benefit of all other Lots in the Subdivision to be located on the Entire Property. The covenants, conditions and restrictions set forth in the CC&R's shall be binding upon the Declarant as well as its successors and interest, and may be enforced by the Declarant or by any Owner.

Notwithstanding the foregoing, no provision of this Declaration shall prevent the Declarant from doing any of the following, which shall be deemed to be among Declarant's reserved rights, in addition to such rights as may be described elsewhere in the CC&R's: (1) installation and completion of the Subdivision Improvements; (2) use of any Lot owned by the Declarant as a model home, or for the placement of temporary construction or sales office; (3) installation of maintenance of signs incidental to sales or construction, which are in compliance with applicable City ordinances; (4) assignment of Declarant's rights under this Declaration in whole or in part, to one or more persons intending to construct homes within the Subdivision; (5) retention of Declarant's rights with respect to subsequent phases of the Subdivision; (6) construction of any improvements, including homes, by Declarant as approved by the City; (7) access over any lot for the installation of improvements; and (8) erection of permanent or

EXHIBIT A

ENT 68807:2007 P6 12 of 22

LEGAL DESCRIPTION

**LOTS 606 THROUGH 680 OF PLAT "N"
JORDAN WILLOWS II
LEHI, UTAH**

Section 16.050. Architectural Standards.

(New 8/12/03)

A. Purpose. These architectural standards and criteria are intended to provide high quality neighborhoods that are aesthetically attractive and desirable places to live. The standards require variations in neighborhood appearance, a sense of individuality for each home, and street scenes that function well and have visual interest. In making neighborhoods a more attractive and desirable place to live, the City hopes to increase neighborhood longevity, create a greater sense of community pride, and provide a high quality of life for Lehi's citizens.

B. Product Mix. Each PRD project shall provide a *variety* of home styles to insure a diverse and interesting street scene. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed. In order to ensure that the neighborhood is non repetitive, the same home elevation or homes with the same color scheme shall not be built on adjacent lots on the same street or on lots directly or diagonally across the street from one another.

C. Corner Lots. Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wrap-around architecture to provide visual interest on both the front and corner side yard of the home, and the ability to turn the garage for side entry. An example would be continuing a full-wrap of material accent onto the side façade, adding a wraparound porch, or facing the home on a diagonal towards the intersection.

D. Garages. The home and front yard rather than the garage shall be the primary emphasis of the front elevation. The City encourages house plans where the garage does not extend forward of the main architecture of the home, and also encourages the use of side load/swing-in type garages.

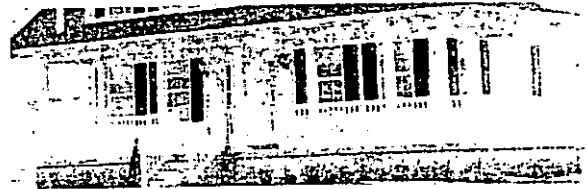
E. Architectural Features. The following architectural features are required for each home within a PRD based on the type of exterior materials used. Houses using siding (vinyl, aluminum, or other) as the exterior material must incorporate at least 12 of the following architectural features in their design; houses with a combination of siding and hard surface (ie. brick wainscoat or hard surface front with siding on side and rear) must incorporate at least 10 of the following architectural features in their design;

houses using all hard surface for exterior materials (brick, stucco, stone) must incorporate at least 8 of the following architectural features in their design. The architectural features selected must be appropriate to the architectural style of the home. Prior to issuance of a building permit within an approved PRD, the Chief Building Official shall verify that these architectural standards have been satisfied. The Chief Building Official may request input from the DRC, Planning Commission, and City Council as deemed necessary.

- 1. Front Porch (must be at least 4' wide and 4' long - landings and stoops do not count).



- 2. Wrap around porch.



- 3. Decorative gables, curved gables and dormers with 2' x 6' Facia that break up otherwise long, uninterrupted rooflines.



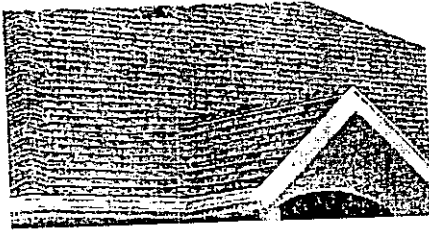
- 4. Hip roof or dutch hip roof with 2' x 6' Facia.



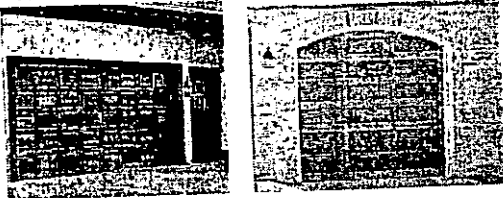
- 5. 8/12 roof pitch or greater with 2' x 6' Facia.



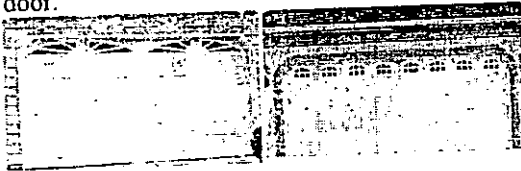
6. Architectural grade asphalt shingles and wood or simulated wood shake shingles.



7. Wood or simulated wood garage door.



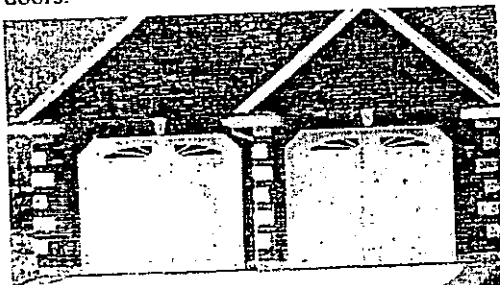
8. Decorative valance windows in garage door.



9. Arched garage door entry.



10. One large garage door split into two single doors.



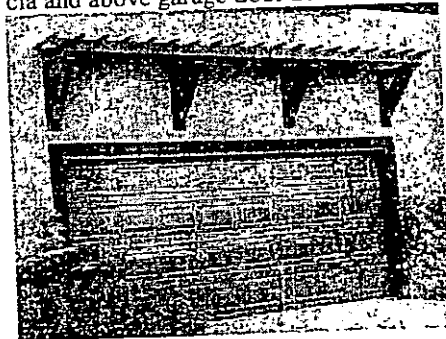
11. Side entry garage with windows in the exterior garage wall that faces the front yard.



12. Full recess garages (with or without a covered breezeway).



13. Attached trellis beneath the garage roof fascia and above garage door header trims.



14. Overhead detached trellis forward of the garage, spanning the driveway.



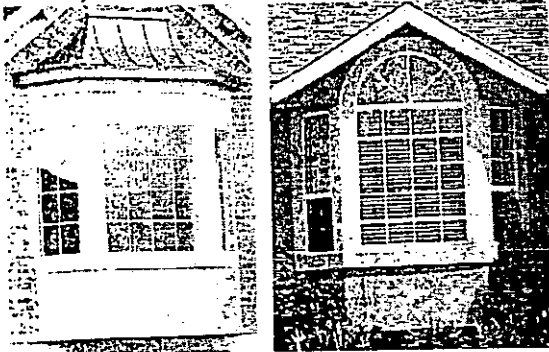
15. Decorative front door including wood or simulated wood doors and doors with etched or stain glass windows.



19. Oversized window(s) (larger than minimum building code requirement).



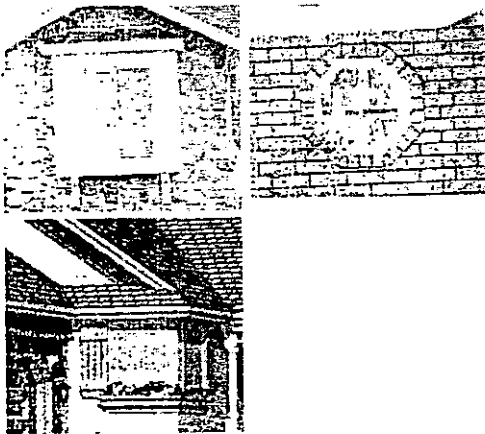
16. Bay or bow window.



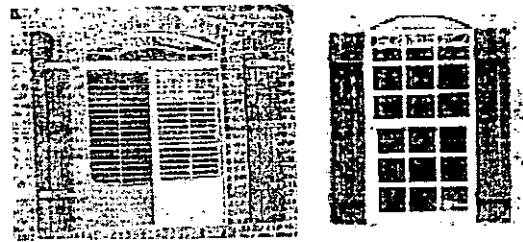
20. Decorative Window trim.



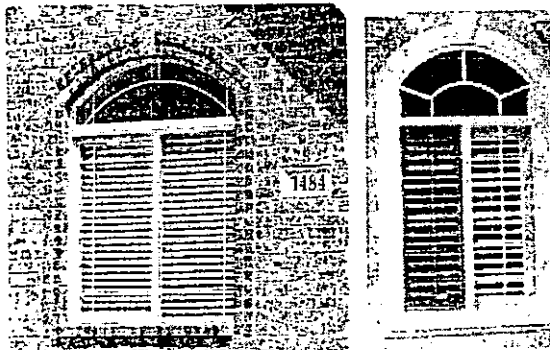
17. Oval, octagon or other feature window.



21. Decorative shutters and window mullions for all street facing windows (styles other than standard vinyl rectangular shutters are encouraged).



18. Arched window.



22. Decorative window planter boxes.



23. Pot shelves.



24. Balconies (covered or open).



25. Decorative railings or porch columns.



26. Quoins corners, mullions, or similar decorative trim.



27. Cantilevers "Pop Outs" and setbacks to different parts of the home that break up otherwise long uninterrupted wall planes.



28. Decorative chimney or chimney accents and details



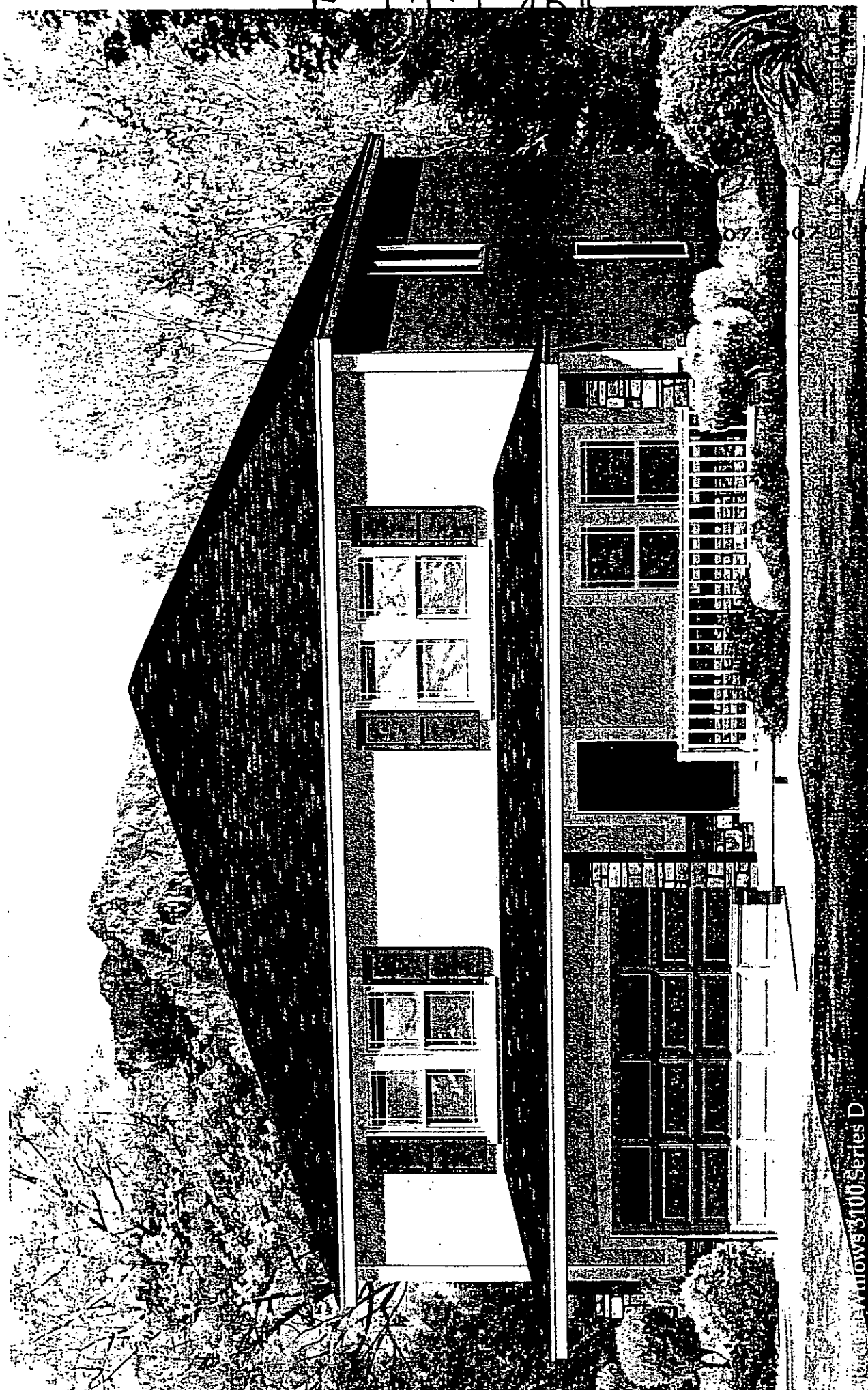
Section 16.060. Combined Planned Residential Development and Subdivision Applications Permitted.

A subdivision plat may be approved concurrently with the approval of the Planned Residential Development. To do so, the applicant must request preliminary plat approval concurrently with the Planned Residential Development approval. The combined Planned Residential Development and subdivision application will be subject to the review and appeal procedures as contained in this Code and the subdivision procedures and requirements of this Code.

Section 16.070. Approval Process.

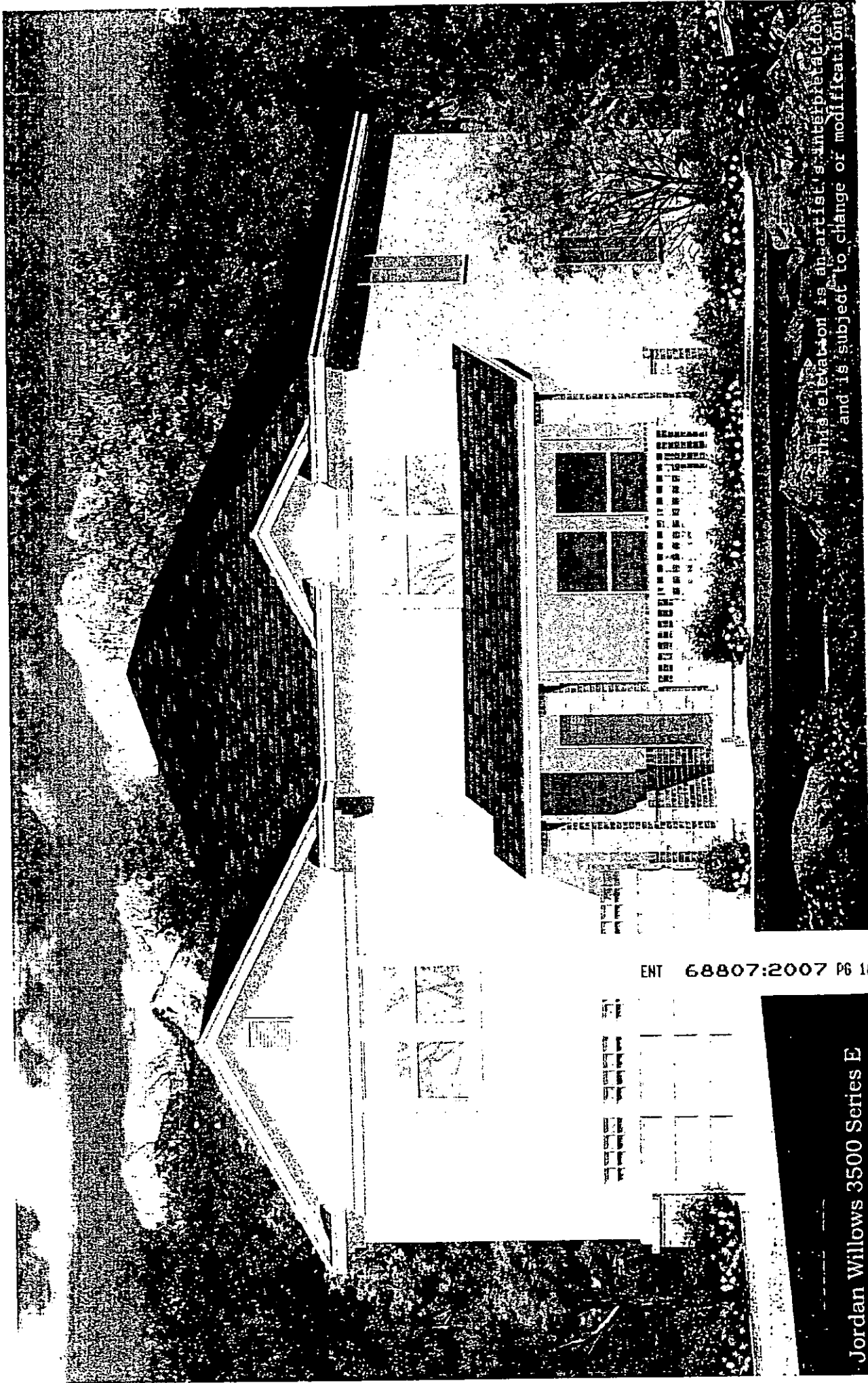
Planned Residential Developments (PRDs) are to be reviewed in a three-step process – Concept Plan, Preliminary Plat and Final Plat

A. Concept Plan. The Concept Plan gives the applicant, staff, Planning Commission and City Council an opportunity to discuss the project in the conceptual stage. The applicant can use the Concept Plan meetings to receive direction on project layout as well as discuss the procedure for approval, the



Decorative Windows 3100 Series D

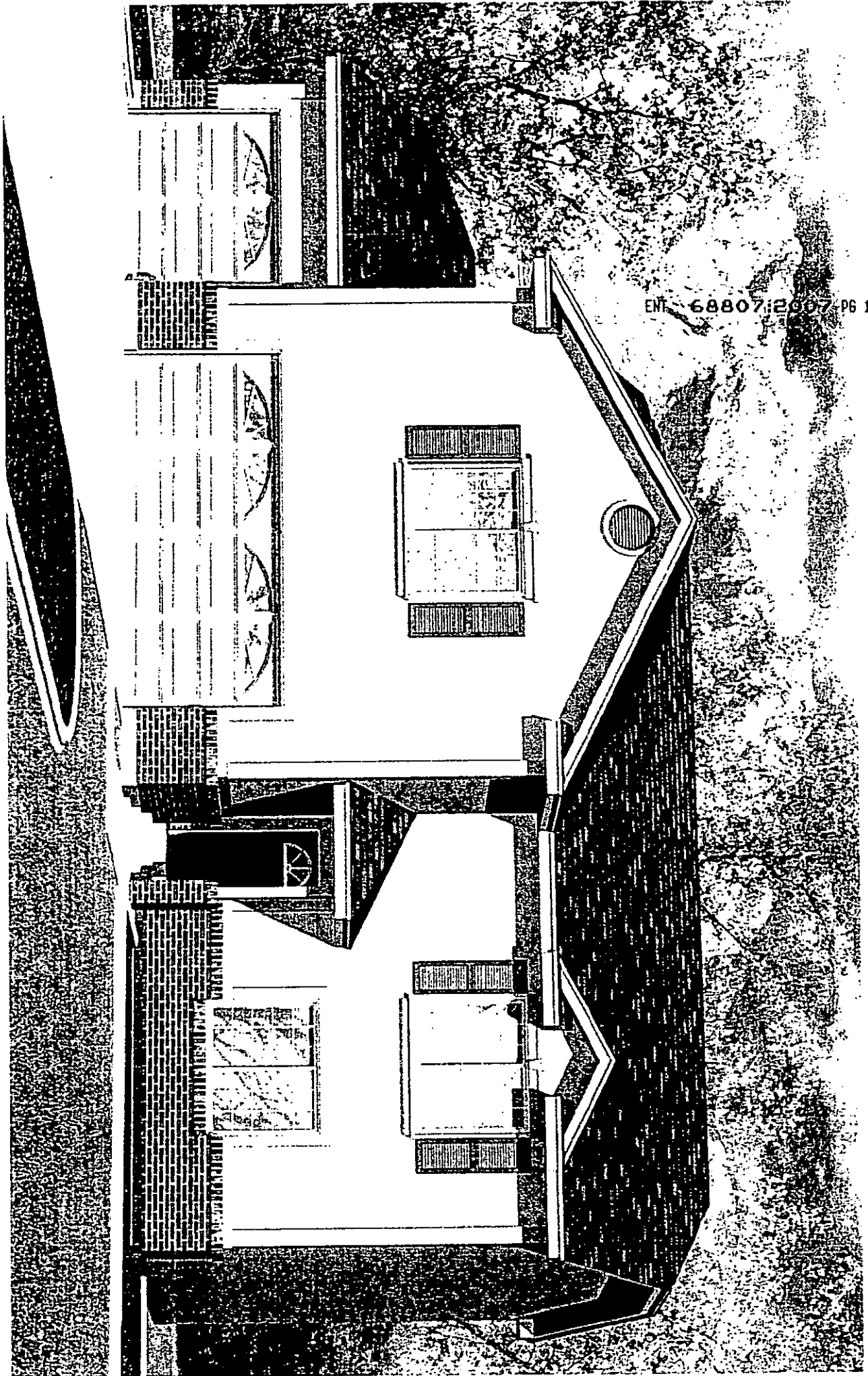
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and 16-6855



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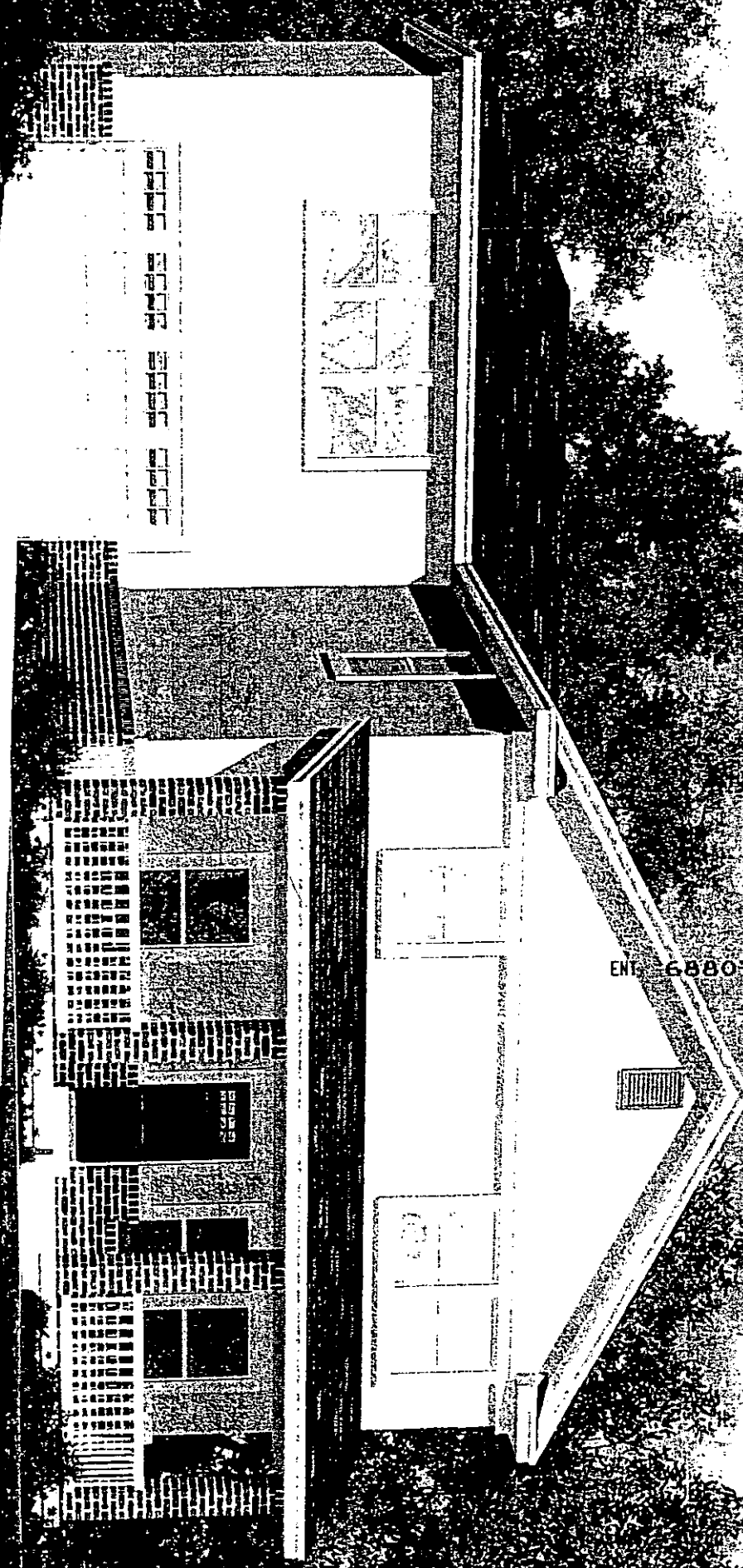
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Jordan Willows 3500 Series E



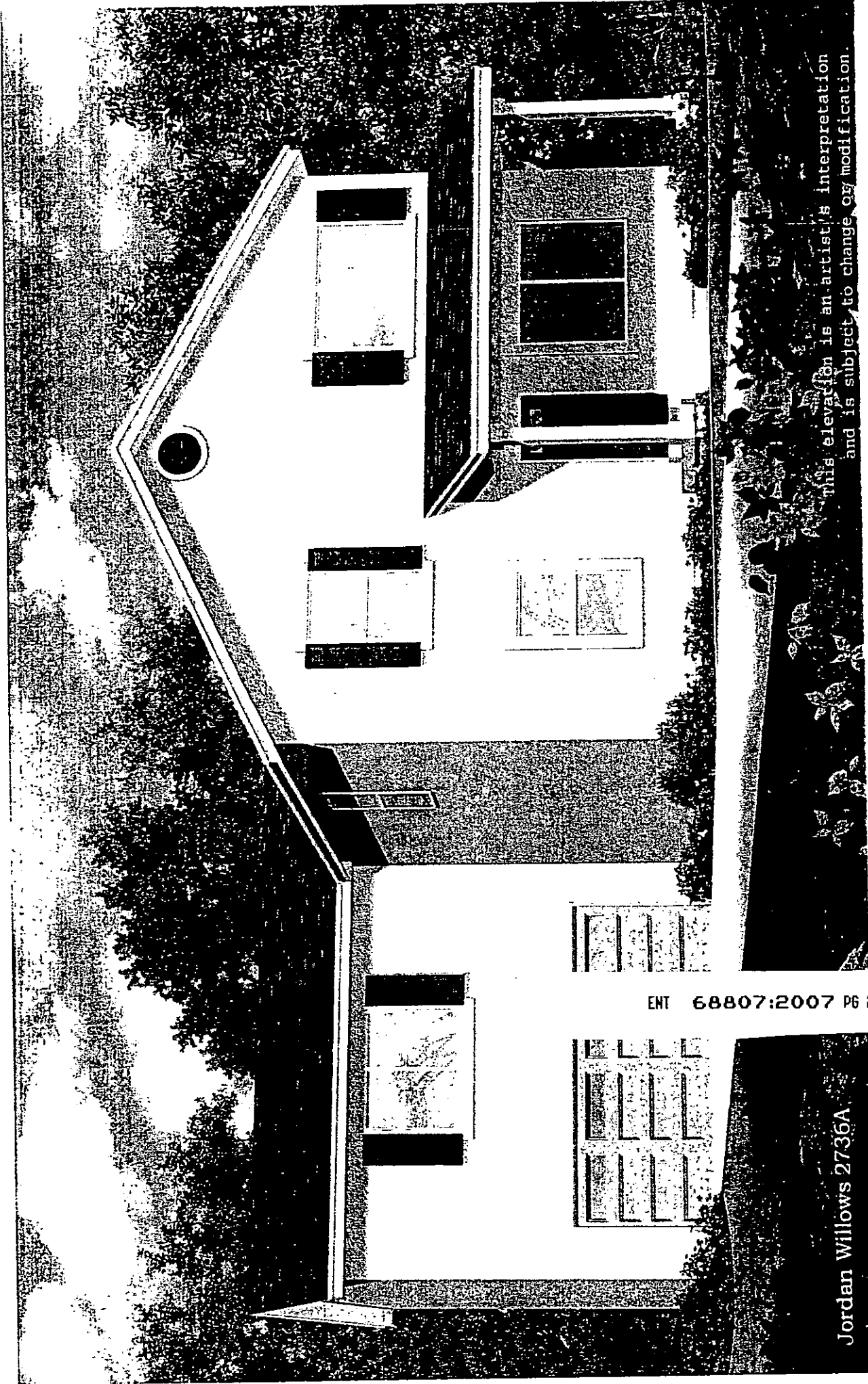
JW2 2100 SERIES ELEVATION "B" 3-CAR GARAGE

Jordan Willows 2736E



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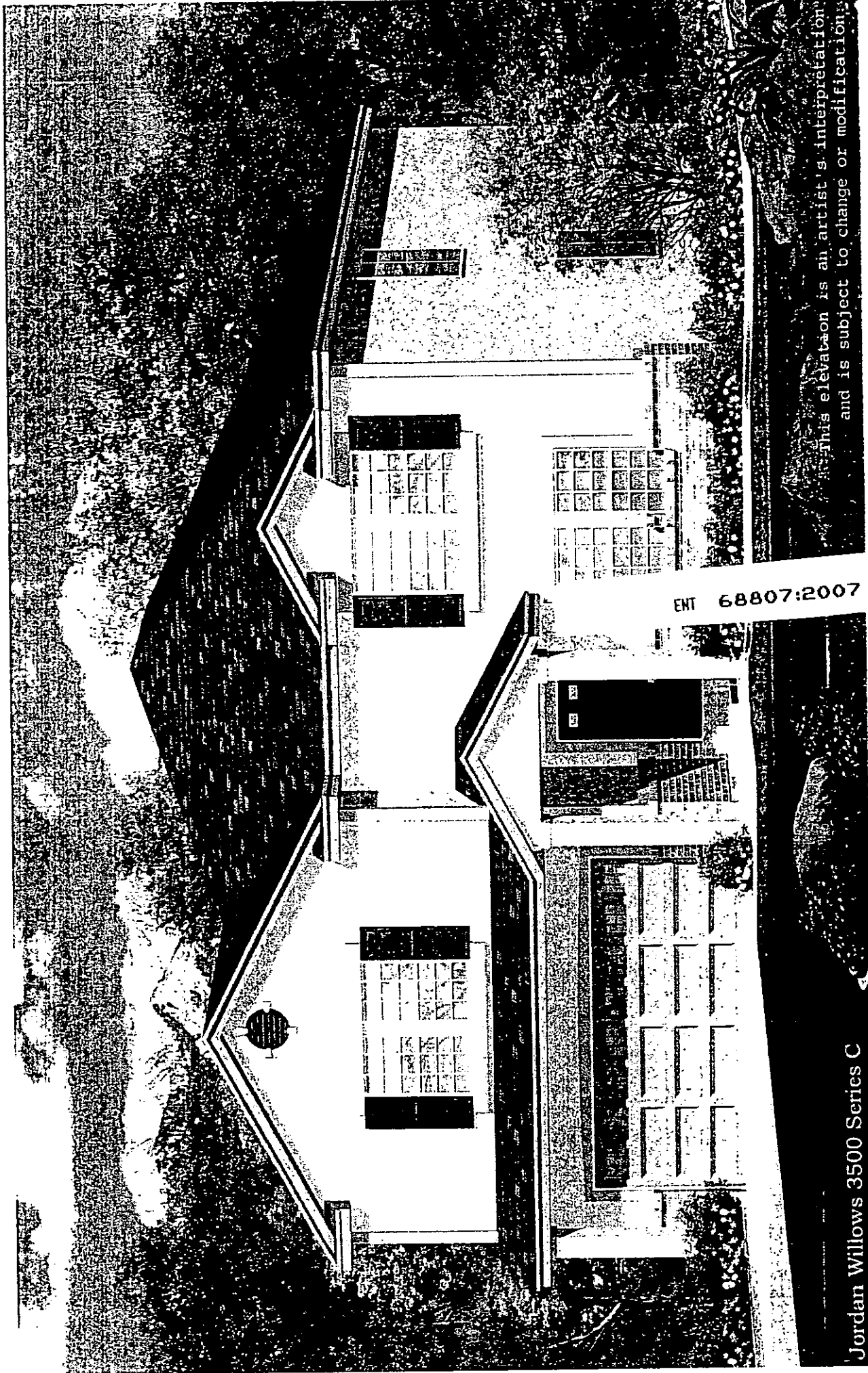
This elevation is an artist's interpretation and is subject to change by modification.



This elevation is an artist's interpretation and is subject to change or modification.

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Jordan Willows 2736A



This elevation is an artist's interpretation and is subject to change or modification.

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Jordan Willows 3500 Series C