

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

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ENT 91693:2006 PG 1 of 22
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2006 Jul 19 3:58 pm FEE 0.00 BY LH
RECORDED FOR LEHI CITY

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

This Development Agreement is entered into as of this 11th day of July,
2006, by and among the owners and developers of the Jordan Willows Subdivision, Phase
II, Plat O, (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 87 lot Planned Residential Design
Project designated as Jordan Willows Subdivision, Phase II, Plat O, 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 O, 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 O, 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 O.

5. Developer shall provide improvements and amenities for the open space area.
However, none of these improvements and amenities will be bonded with this plat .

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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: 6-22-06

Jordan Willows Subdivision, Phase II, Plat O

By: John H. Johnson

By: _____

Its: John H. Johnson

Its: _____

Assistant Secretary, Fieldstone Communities INC.

Managing member of Fieldstone ACKNOWLEDGMENT

Horizon Utah LLC.

STATE OF UTAH

S.S.

COUNTY OF UTAH

On the 22 day of June 2006, personally appeared before me Griffin Johnson the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: September 29, 2007

Karen Sue Caldwell
NOTARY PUBLIC



Notary Public
KAREN SUE CALDWELL
6965 Union Park Center, Suite 100
Midvale, UT 84047
My Commission Expires
September 29, 2007
State of Utah

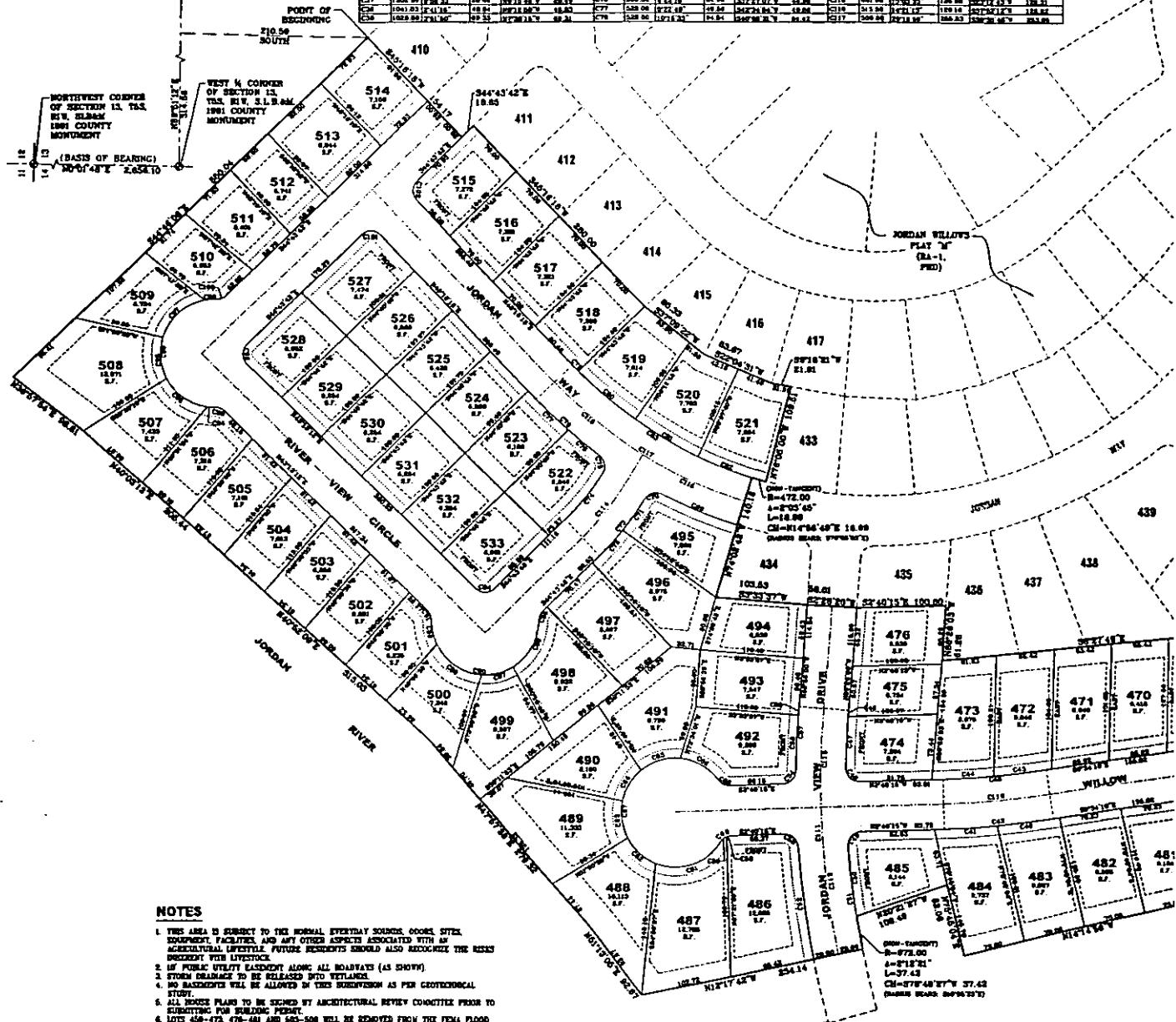
Dated: 6-22-06

Lehi City Corporation

By: Howard H. Johnson
Howard H. Johnson, Mayor 7/12/06

Attest:

Connie Ashton
Connie Ashton, City Recorder

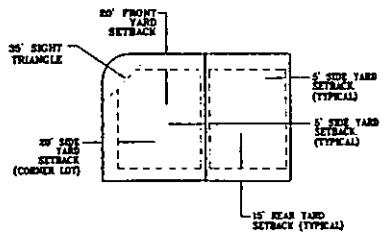


NOTES

1. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOURCE, DOORS, SITES, ETC. EXISTING AND ANY OTHER ASPECTS ASSOCIATED WITH AN AGRICULTURAL OPERATION. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INVOLVED WITH LIVESTOCK.
2. IF PUBLIC UTILITY EASEMENT ALONG ALL ROADS ARE (AS SHOWN).
3. STORM DRAINAGE TO BE RELEASED INTO WETLANDS.
4. WILDLANDS WILL BE ALLOWED ON THIS SUBDIVISION AS PER CROTONCROFT STUDY.
5. ALL HOUSE PLANS TO BE SUBMITTED TO ARCHITECTURAL REVIEW COMMITTEE PRIOR TO SUBDIVISION APPROVAL.
6. (2) 40' X 40' 474-481 AND 500' X 500' WILL BE REMOVED FROM THE FLOOD PLAIN AFTER IMPROVEMENTS ARE COMPLETED PER LETTER OF MAP REVISIONS (LOMR) ISSUED BY THE ARMY CORPS OF ENGINEERS. BUILDING PERMITS CANNOT BE ISSUED UNTIL CHANGES IS COMPLETED AND ACCEPTED BY THE ARMY CORP OF ENGINEERS.
7. (2) 40' X 40' 474-481 AND 500' X 500' WILL BE MAILED AND BRASS WASHER TO BE SET IN CURB + PROTECTION OF STICK Lot Lines.
8. WETLANDS ARE TO BE MAINTAINED BY OTHERS AT ALL MAJOR BEACHES IN WETLAND AREAS.
9. WILDLANDS SHOWN ON THE PLAT ARE 30.00 FEET WIDE AND DEDICATED FOR PUBLIC USE.

LEGEND

SETBACK DETAIL



TABULATION

ZONE
PLAT "G" AREA
04 LOTS

- ADDITIONAL EIGHT
GIVEN FOR DEMOCRATIC
AND OFFICE HEAD C
SUBDIVISION.

VICINITY MAP

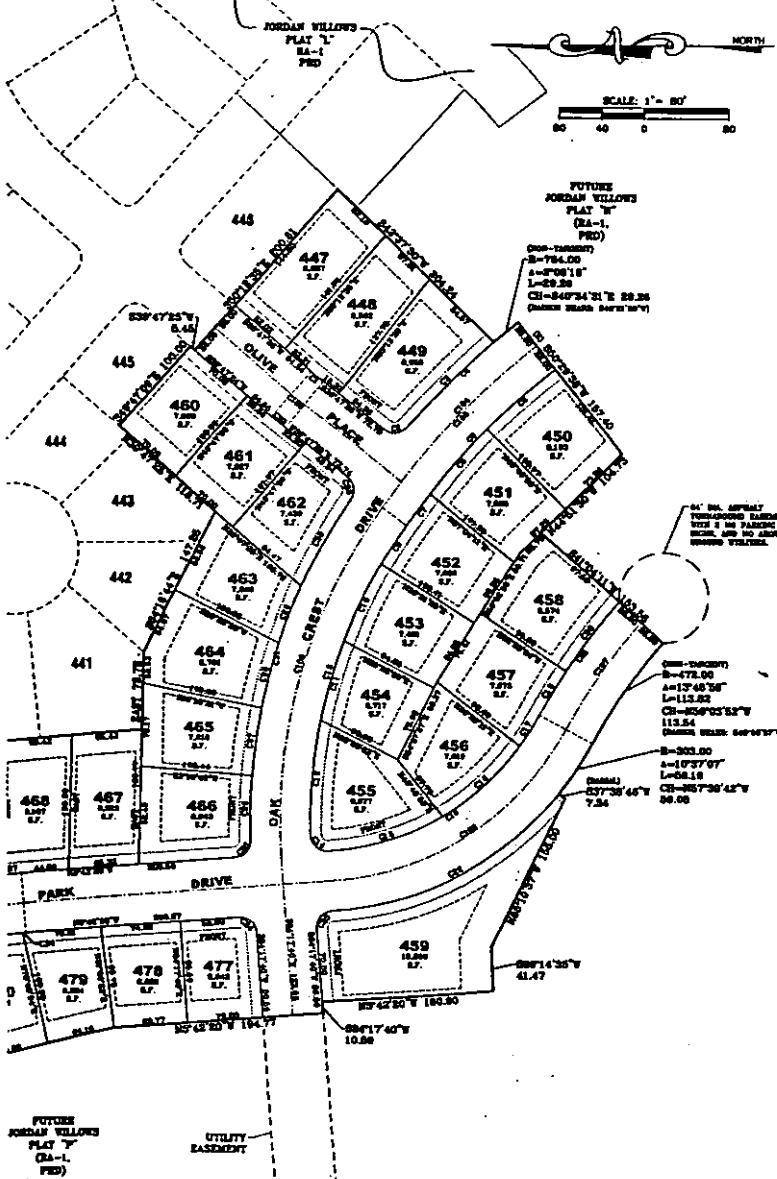
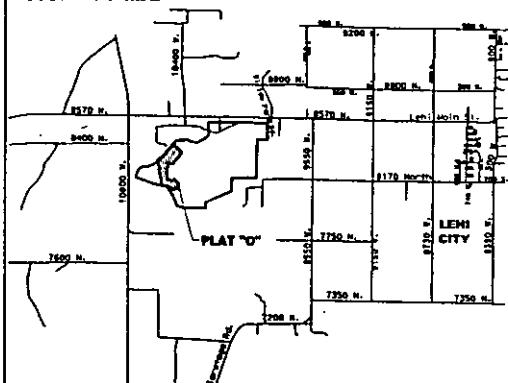


Exhibit "B"

May 22, 2006

**DECLARATION OF INCLUSION OF PLAT O 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 22nd day of May, 2006, 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 O Property") located in Utah County, Utah, and known as Jordan Willows Development, Plat O, lots 447 to 533:

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 O Property, to the terms of the CC&R's.

D. Declarant is now prepared to develop the Plat O Property and wishes to subject the Plat O 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 447 to 533 within the Plat O 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

temporary signs for use during the selling and marketing of the project.

COVENANTS, CONDITIONS AND RESTRICTIONS

1. Incorporation of CC&R's. Declarant hereby incorporates the covenants conditions and restrictions set forth in the CC&R's as if repeated and fully set forth herein.
2. Identification of Property. The Plat O Property is identified in the CC&R's as a portion of the "Additional Property" and it is the intent of the Declarant to subject the Plat O Property to all of the rights, obligations, covenants, conditions and restrictions set forth in the CC&R's as if the Plat O Property were originally subject to the CC&R's at the time of its recording.
3. Exclusion of Possible Future Church Site. Declarant specifically excludes from the covenants conditions and restrictions any Church site that may be hereinafter added to Plat O. Should Declarant modify Plat O to accommodate a lot for a Church, that lot shall not be encumbered by or be subject to the CC&Rs. If a Church building or related improvements are constructed on Plat O, nothing further shall be required to be filed of record to evidence the exclusion of such property and improvements from the CC&Rs; rather, this instrument shall automatically authorize and effectuate such exclusion.

Executed on the next page.

Executed on the date stated above.

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FIELDSTONE HOMES UTAH, L.L.C., A UTAH
LIMITED LIABILITY COMPANY

By: Its Managing Member, Fieldstone Communities
Inc., a California corporation

By:

Griffin M. Johnson

STATE OF UTAH)

: ss.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me Griffin Johnson, Manager of Fieldstone Homes Utah, L.L.C., a Utah corporation and managing member of Fieldstone Communities Inc.



NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

**LOTS 447 THROUGH 533 OF PLAT "O"
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.

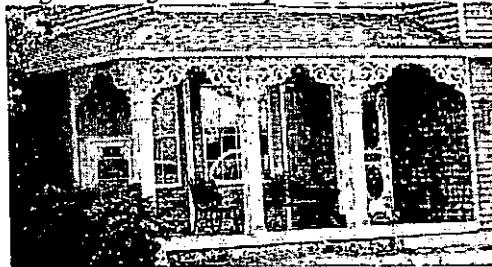
C. Corner Lots. Attention should be paid to corner lots. At least one home plan per neighborhood shall be designed specifically for corner home sites. This home plan is required to include wrap-around architecture to provide visual interest on both the front and corner side yard of the home, and the 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.

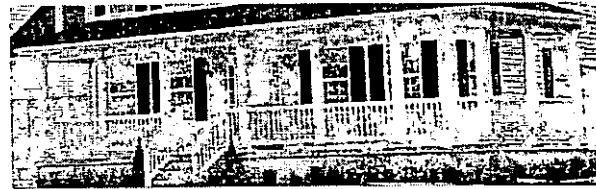
E. Architectural Features. The following architectural features are required for each home within a PRD based on the type of exterior materials used. Houses using siding (vinyl, aluminum, or other) as the exterior material must incorporate at least 12 of the following architectural features in their 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).



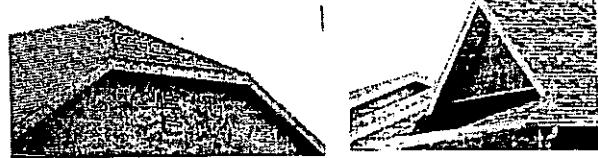
2. Wrap around porch.



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.



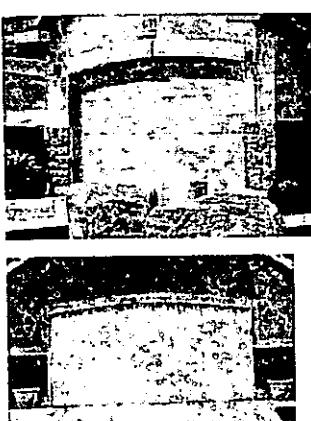
7. Wood or simulated wood garage door.



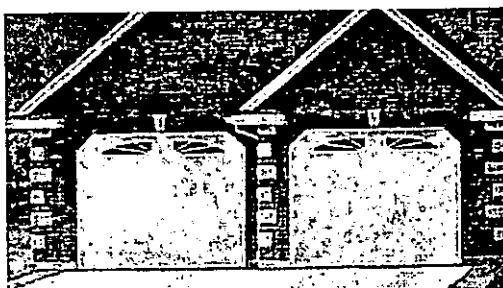
8. Decorative valance windows in garage door.



9. Arched garage door entry.



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



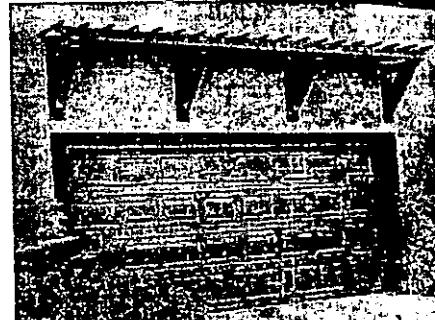
11. Side entry garage with windows in the exterior garage wall that faces the front yard.



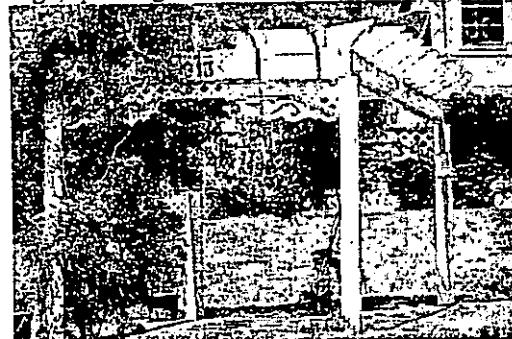
12. Full recess garages (with or without a covered breezeway).



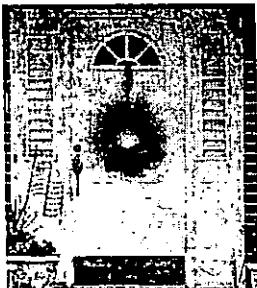
13. Attached trellis beneath the garage roof fascia and above garage door header trims.



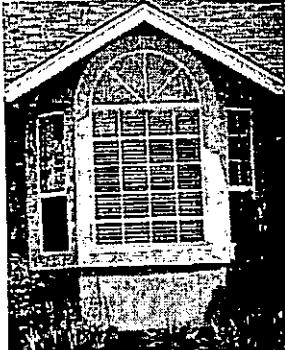
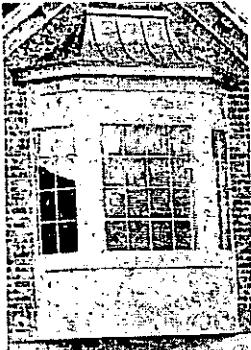
14. Overhead detached trellis forward of the garage, spanning the driveway.



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



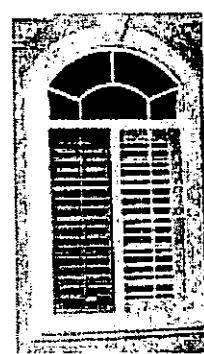
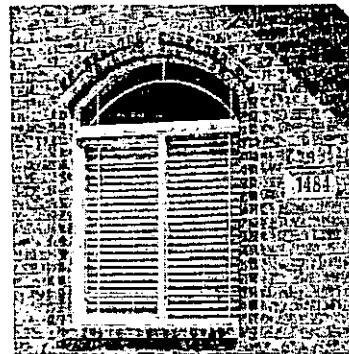
16. Bay or bow window.



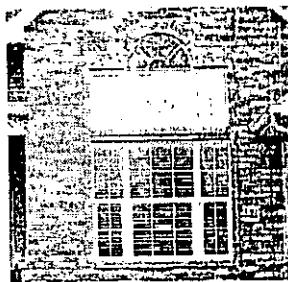
17. Oval, octagon or other feature window.



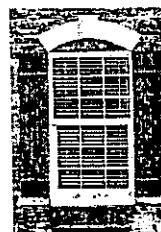
18. Arched window.



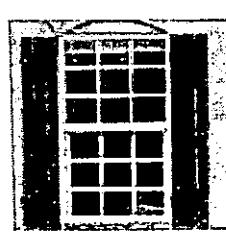
19. Oversized window(s) (larger than minimum building code requirement).



20. Decorative Window trim.



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



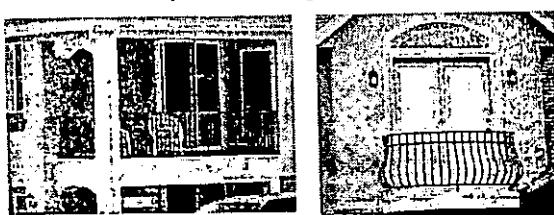
22. Decorative window planter boxes.



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.

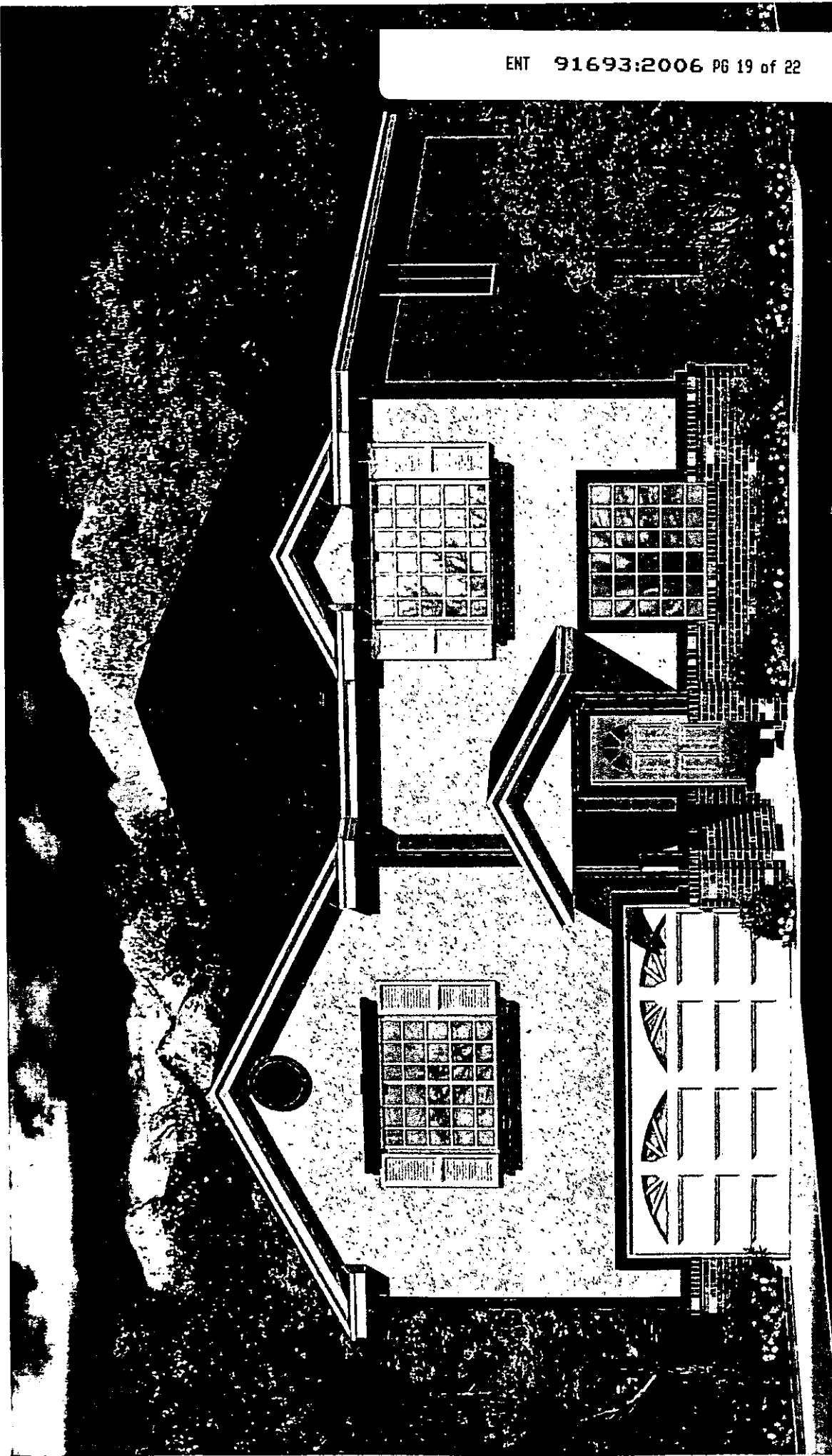
A subdivision plat may be approved concurrently with the approval of the Planned Residential Development. To do so, the applicant must request preliminary plat approval concurrently with the Planned Residential Development approval. The combined Planned Residential Development and subdivision application 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





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

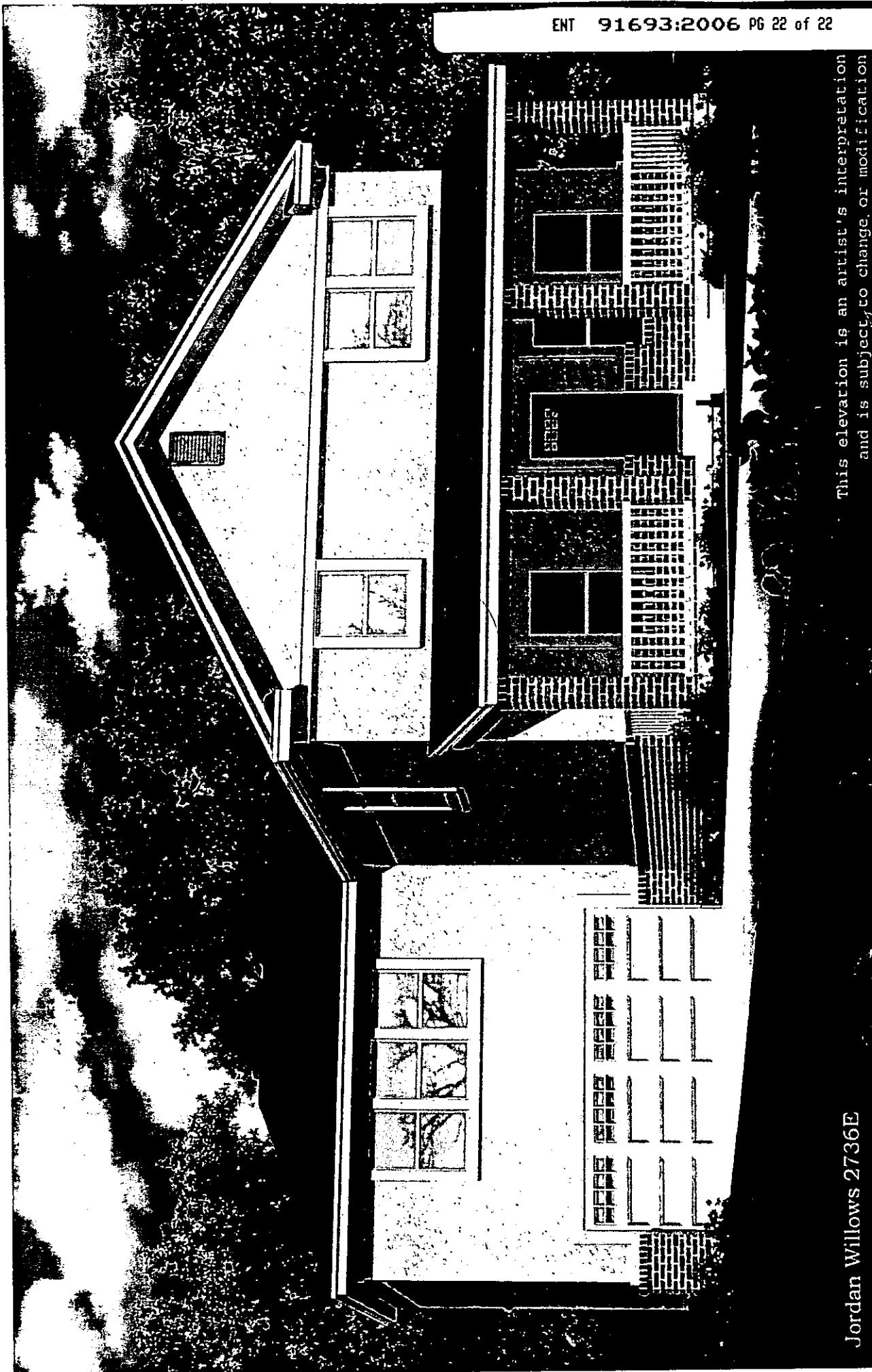
Jordan Willows 3500 Series B



JUL 3500 SERIES ELEVATION "D" SIDE ENTRY GARAGE

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

Jordan Willows 1762E



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

Jordan Willows 2736E