Lehi City Planning Dept 99 West Main. Suite 100 Lehi, UT 84043

DEVELOPMENT AGREEMENT WILLOW HAVEN, PLAT A A PLANNED RESIDENTIAL DESIGN PROJEC RECORDED FOR LEHI CITY CORPORAT

This Development Agreement is entered into as of this 17 day of With 1975 by and among the owners and developers of the Willow Haven Subdivision, Plat A, (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 36 lot Planned Residential Design Project designated as Willow Haven Subdivision, Plat A, a copy of which plat is attached hereto as Exhibit A; and,

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

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

Whereas, the City acting pursuant to its authority under Chapter 9 of Title 10 of the Utah Code, and in furtherance of its land use policies, goals, objectives, ordinances, resolutions, and regulations has made certain determinations with respect to the density of the Planned Residential Design Project of Willow Haven Subdivision, Plat A, 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 er aspects associated with an agricultural lifestyle. Future residents should also recognize the risks inherent with livestock."

3. In satisfaction of Developer's park dedication requirement for Willow Haven
Subdivision, Plat A, pursuant to the provisions of the PRD overlay zone, the Developer has
dedicated approximately 3.7 acres of open space to Lehi City by plat (Exhibit A) and by warranty

- deed. The warranty deed includes about .4 additional acres adjoining the open space which will provide detention facilities for the subidivision. (Exhibit C).
- 4. Developer shall provide improvements and amenities for the open space area, which will be bonded and constructed with the plat. Improvements and amenities as shown on the Lehi Park View Subdivision Construction Drawings shall consist of:
 - a. Landscaping and Sprinkling System as shown on Exhibit D.
 - b. 16' Wide Trail System (10' asphalt pedestrian and 6' gravel equestrian) traversing the property through the open space. An additional 6' wide meandering asphalt trail will be constructed through the open space to connect to Willow Haven Avenue on the north end of the subdivision. Trail placement and construction to be coordinated with Lehi City Parks Dept. (Exhibit D)
 - c. Three (3) benches along the trails. (Exhibit D)
 - d. One (1) tot lot. (Exhibit D).
 - e. A 6' high semi private fence separating the open space from the rear and side property lines of the subdivision lots. (Exhibit D)
- 5. A 6 foot no-climb agricultural fence with 1-7/8" schedule 40 or equal posts with a 1-5/16" top rail will be will be constructed along the north and west subdivision boundary lines.
- 6. Developer agrees to comply with architectural standards specified in Section 16.050 of the Lehi City Development Code. (Exhibit E) Typical elevations submitted by the Developer are attached as Exhibit F.
- 7. 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.
- 8. 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.

- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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: | 10/3/05 | | Willow Haven PRD, Plat A | |
|---------|-------------|-------------------|--------------------------|--|
| Ву: | Migh | | By: | |
| | RENDETO FUC | 45 | | |
| Title:_ | PRESIDENT | R-3N CONSRICATION | Title: | |
| | | INC | . . | |

ACKNOWLEDGMENT

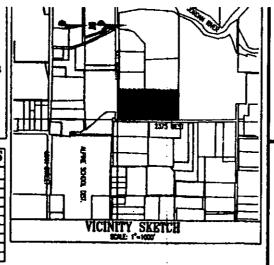
| STATE OF UTAH | |
|---|--|
| S.S. COUNTY OF UTAH | |
| On the 3 day of Deto | 2005, personally appeared before |
| me Renato Fuchs | _the signer(s) of the foregoing document who duly |
| acknowledged to me that he/she/they did | execute the same. |
| My Commission Expires: 4-7-07 | NOTARY PUBLIC |
| | NOREEN EDWARDS NOTARY PUBLIC • STATE OI UTAH 1183 NORTH 500 WEST LEHI, UTAH 84043 COMM. EXPIRES 4-7-2007 |
| Dated: 10-17-05 | Lehi City Corporation |
| Attest: | By: Acade Connected L. Greenwood, Mayor |
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| Connie Ashton, City Recorder | |
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LAND SURVEYORS INC. 1457 M. 1200 W. OREM, UTAH 84057 (801) 229-1079

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OWNER'S DEDICATION

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WILLOW HAVEN PRD

LOCKIED IN THE S.E. 1/4 OF SECTION 12, T.SS., R.IV., S.L.RAM.

PLANNED RESIDENTIAL SUBDIVISION... LEH __CITY, LITAN COUNTY, STATE OF LITAN

SCALE: 1" = _50_ FEET





Exhibit "B"

ENT 133568:2005 PG 8 of 24

WILLOW HAVEN P.R.D. FINAL CC&R'S

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made the 10k day of explicitly, 2005, by U.L.A.N.D. LLC, hereinafter "Declarant."

WHEREAS, Declarant is developing and subdividing certain property situate in Utah County, Utah to be known and designated as Willow Haven, which subdivision is shown on a plat or plats intended to be recorded among the Land (Plat) Records of Utah County, Utah (hereinafter "the Property"), AND

WHEREAS, Declarant desires to create on the property a residential community and to provide for the preservation of the value and amenities in the community and for the uniform and orderly development thereof, and for the creation and maintenance of certain limited common facilities as hereinafter set forth, all of which is for the benefit of the Property and the owners thereof.

NOW THEREFORE, Declarant declares that the Property shall be held, transferred, sold, conveyed, and occupied subject to the following covenant, restrictions, conditions, and easements, which shall run with title or interest in the subject property and be binding upon the heirs, successors and assigns of Declarant.

DEFINITIONS

As used herein, the following words and terms are defined to mean as indicated:

- "Architectural Committee." The Architectural Committee shall be composed of those three or more individuals so designated from time to time by (I) Declarant until 80% of the lots are sold, then by (ii) a majority of lot owners. Initial members of the Architectural Committee are Michael Miller, Dan LaFontaine, and Brent Butcher.
- "Association" shall mean and refer to The Architectural Committee until resident homeowners occupy Willow Haven Subdivision. At which time the residents will make up the Association.
- "Lot" means a lot or parcel of ground shown on a recorded plat or plats of the Property and designated thereon as a "Lot."
- "Owner" means the record owner, whether one or more persons or entities of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.
- "Plat" means the plat or plats of the Property recorded among the Land of Records of Utah County, Utah.
- "Structure" means anything or device the placement of which upon the Property (or any part thereof) may affect the appearance of the Property (or any part thereof) including, by way of illustration and not limitation, any building, garage, porch, covered or uncovered patio, television or other antenna, fence, sign, curbing, paving, wall, roadway, walkway, exterior light, landscape, hedge, trees, shrubbery, planting, signboard or any other temporary or permanent improvement made to the Property or any other part thereof. "Structure" shall also mean (I) any excavation, fill,

ditch, diversion dam or other thing or device which affects or alters the natural flow of surface waters from, upon or across the Property, and (ii) any change in the grade or the property (or any part thereof) of more than six (6) inches.

COVENANTS AND RESTRICTIONS

Residential Use. All Lots shall be used for single family residential purpose only.

Completion of Construction. The exterior construction of any structure must be completed within twelve (12) months from the commencement of construction thereof. Upon completion of construction the Architectural Committee, upon request of the applicant, shall issue a Certificate of Compliance identifying such Structure and the Lot on which such Structure is placed, and stating that the Structure has been completed in compliance with applicable provisions hereof.

Temporary Structures. No structure of a temporary character whether a basement, tent, shack, trailer, camper, or other out-building will be placed on any Lot at any time as a permanent or temporary residence.

Signs. No signs, billboards, or advertising structures of any kind shall be placed or erected on any Lot, except that signs with the owner's name and house number are permitted provided that said sign shall not exceed two square feet.

Subdivision. No Lot shall be subdivided.

Discharge of Firearms. Discharging of firearms anywhere on the Property for any reason is prohibited.

Motor Vehicles. No unlicensed vehicles, junked vehicles, trucks rated more than one ton, motor homes or recreational vehicles or similar vehicles may be parked or stored within the Property for more than ten days unless parked or stored in an enclosed garage.

No vehicles of any type may be operated off the maintained road network anywhere within the Property of the Thousand Acres development.

Road Maintenance. All roads are public roads. Lehi City is responsible for all maintenance of the roads.

Animals. No animals may be kept, maintained or bred on any Lot, except that no more than two (2) dogs, cats, or similar domestic household pets may be kept on a Lot, provided they are not kept, bred or maintained for any commercial purpose and provided there are kept in such a manner as to avoid becoming a nuisance to neighbors or adjoining property owners. No animal shall be permitted outside the dwelling of an Owner unless the animal if under the control of a responsible person. With the exception of Lots 33, 34, 35, 36 which have the right to have one large animal, more specifically one horse. The animal facilities must be maintained.

Noises and Nuisances. No nuisance shall be maintained, allowed or permitted on any part of the property and no use thereof shall be made or permitted which may be noxious or detrimental to health or which may become an annoyance or nuisance to the neighborhood.

Trash. No lumber, metals, bulk materials, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any Lot. No Lot shall be used or maintained as a dumping ground for

any material, trash, garbage or other waste not kept in sanitary containers. All equipment and containers for the storage or disposal of such material shall be kept in a good, clean and sanitary condition.

Antennas and dishes. Satellite dish type antennae are permitted provided they do not exceed 24" in diameter. Other types of antennae are permitted provided they are mounted on the residence and are not in direct sight of an adjacent property owner.

Vacation Rentals. Rental, leasing, subleasing and/or licensing of any residence situate on a Lot for short term or "vacation" occupancy is not permitted. Any rental or leasing must be for a continuous period of at least six (6) months.

Open Burning. No open burning is permitted anywhere on the Property, except that outdoor fireplaces and fire rings shall be allowed with Architectural Committee approval.

Fuel Storage Tanks. No permanent fuel storage tanks on Lots.

ARCHITECTURAL REVIEW

Architectural Committee. No structure shall be commenced, erected or maintained on the Property, nor shall any addition to (including awnings) or change or alteration therein (including alterations in exterior color or design) be made, until the plans and specifications showing the nature, kind, shape, height, materials, color, locations and approximate cost of the Structure shall have been submitted to and approved in writing but the Architectural Committee. The Committee shall consider applications for approval of plans and specifications upon the basis of conformity with this Declaration and shall be guided by the extent to which the proposed Structure will insure conformity and harmony in exterior design and appearance, based upon, among other things, the following factors: the quality of workmanship; nature and durability of materials; harmony of external design with existing Structures; choice of colors; changes in topography, grade elevations and/or drainage; factors of public health and safety; the effect of the proposed Structure on the is, enjoyment and value of other neighboring properties; and the suitability of the proposed Structure, addition or alteration taking into account the general aesthetic values of the surrounding area. Only initial landscaping as submitted with plans and specifications shall be subject to approval by the Architectural Committee; subsequent modifications to landscaping plans shall not be subject to approval.

Only natural first-class materials and earth tone colors shall be allowed and approved exterior materials include brick, stone, wood and stucco. No vinyl or aluminum siding shall be allowed and no more than two foot of concrete or parged block are to be exposed above grade.

All residences shall have be a minimum of 2000 square feet, exclusive of garages, decks and basements. The Architectural Committee may modify foregoing square footage requirements by unanimous vote of its members. Two or more lots may not be combined for the purpose of increasing the square footage requirements for single family residences. Roof pitch must be a minimum of 6:12. Mobile homes, double-wide homes, and modular homes shall not be allowed on any lot.

The Architectural Committee shall adopt and promulgate reasonable rules and regulations regarding the administration, interpretation and enforcement of the provisions of this Declaration.

The members of the Architectural Committee shall serve without compensation.

Approval of Plans. The applicant shall submit for approval two sets of plans and specifications, which shall include a complete set of house plans, with all elevations and elevations on grade and site plan with house location. Upon approval by the Architectural Committee, one copy of such plans and specifications shall be retained by the Architectural Committee, and the other bearing the written approval of the Architectural Committee shall be returned to the applicant.

If the Architectural Committee should disapprove the plans and specification submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement in writing setting forth the grounds upon which such action was based. In any such case, the Architectural Committee shall make reasonable efforts to assist and advise the applicant in order than an acceptable proposal can be prepared and submitted for approval. However, the final decision of the Architectural Committee is binding.

All homes will comply with PRD architectural standards as a minimum.

COVENANT FOR MAINTENANCE

The Declarant, for each Lot, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges, (ii) special assessments for capital improvements, and (iii) additional assessments, all such assessments to be established and collected as set forth in the bylaws of the Association, as amended from time to time. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made.

The Association may establish and enforce the lien for any assessment pursuant to the Utah Contract Lien Act. The lien may be established and enforced for damages, costs of collection, late charges permitted by law, and attorney's fees. The Association may bring and action at law against the Owner of the Lot for damages, costs, late charges and attorney's fees without waiving any other any other right it may have with regard to collection of these items.

RESERVED RIGHTS OF DECLARANT

Grading. Declarant reserves unto itself, its successors and assigns, the right at or after the time of grading of any street or any part thereof for any purpose, to enter upon any abutting Lot and grade a portion of such Lot adjacent to such street, provided such grading does not materially interfere with the use or occupancy of a residence built or to be built on such Lot, by said Declarant shall not be under any obligation or duty to do such grading or to maintain any slope.

Easement for Utilities. Declarant necessary or advisable to provide adequate service to any lot now or hereafter laid out or established on the Property. Declarant further reserves those utility easements along the front and side yards of each Lot as depicted on the Plat.

Signs. Declarant reserves the right to erect signage as relates to the development.

ANNEXATION OF ADDITIONAL LAND

Additional land may be annexed to the Property and made residential Lots of the Property by Declarant without the concurrence or consent of the Association or Owners of Lots.

Any annexation made to the Property shall be done and become effective upon recording amendment to the Declaration by Declarant among the Land Records of Utah County, specifying the additional land to be annexed to the Property.

GENERAL PROVISIONS

Amendment. This Declaration may be amended by an instrument signed by no less than eighty percent (80%) of the Lot Owners and by Declarant, and recorded among the Land Records of Utah County, Utah. Provided, however, the provisions hereof with regard to "green space" may not be amended or revoked. Any changed would require approval from Lehi City.

Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Lehi City may enforce at their discretion any provision in the CC&R's.

WITNESS the name of Declarant by Renato Fuchs, who, being authorized to do so, executes this Declaration on behalf of Declarant.

DECLARANT
BY:
Renator Fuchs

STATE OF UTAH, UTAH COUNTY, to-wit:

I HEREBY CERTIFY that on this / O day of October, 2005, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Renato Fuchs who acknowledged himself to be the designated representative of Declarant and, being authorized to do so, executed the a foregoing instrument on behalf of Declarant for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: 4-7-07

_: Notary Public

NOREEN EDWARDS
NOTARY PUBLIC - STATE OF UTAH
1183 NORTH 500 WEST
LEHI, UTAH 84043
COMM. EXPIRES 4-7-2007

r. uus

When Recorded mail to Lehi City 99 West Main, Suite 100 Lehi, Uuh 84043 AFT NO: 6739-05

28949:2005 K-10f 2

MAIL TAX NOTICE TO: Lohi City

ENT 1.33568:2005 PG 13 of 24

Space above this line for recording data.

WARRANTY DEED (Corporate Form)

R-3N Construction, Inc., a Utah corporation organized and existing under the laws of the State of Utah, with its principal office a

GRANTOR(S)

Hereby Convey(s) and Warrant(s) to :

Lehi City

GRANTEE(S)

of Lehi, County of Uteh, STATE OF UTAH

FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION, THE FOLLOWING DESCRIBED TRACT OF LAND IN *Utah* COUNTY, STATE OF UTAH, to-wit:

ROADWAY DEDICATION DESCRIPTION 300 NORTH & 2375 WEST

Beginning at a point which is North 00° 27' 25" East 33.00 feet from the Southeast corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89° 50' 46" West 636.14 feet; thence North 00° 06 00" East 14.36 feet; thence North 89° 48' 11" Bast 607.08 feet; thence along the arc of a 15.00 foot radius curve to the left a distance of 23.57 feet (central angle equals 90° 01' 08" and long chord bears North 44° 43' 12" East 21.24 feet); thence North 00° 12' 57" West 1283.27 feet; thence South 89° 41' 02" East 29.40 feet; thence South 00° 27' 25" West 1312.98 feet to the point of beginning.

WILLOW HAVEN OPEN SPACE DESCRIPTION

Beginning at a point which is North 00° 27' 25" East 62.71 feet and North 89° 32' 35" West 14.33 feet from the Southeast corner of Section 12, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence along the arc of a 15.00 foot radius curve to the right a distance of 23.57 feet (central angle equals 90° 01' 08" and long chard bears South 44° 43' 12" West 21,24 feet); thence South 89° 48' 11" West 376.50 feet; thence along the arc of a 15.00 foot radius curve to the right a distance of 23.61 feet (central angle equals 90° 11' 49" and long chord bears North 45° 05' 55" West 21.25 feet); thence North 72.53 feet; thence along the arc of a 528.00 foot radius curve to the left a distance of 21.33 feet (central angle equals 02° 18' 53" and long chord bears North 01° 09' 26" West 21.33 feet); thence North 89° 48' 11" East 148.01 feet; thence North 00° 06' 00" East 35.74 feet; thence along the are of a 300.00 foot radius curve to the left a distance of 60.05 feet (central angle equals 11° 28' 07" and long chord bears North 05° 38' 04" West 59.95 feet); thence along the arc of a 300.00 foot 06 48" Bast 69.28 feet); thence West 157.49 feet; thence along the arc of a 528.00 foot radius curve to the right a distance of 10.11 feet (central angle equals 01° 05' 49" and long chord bears North 08° 24' 02" East 10.11 feet); thence Bast 157,49 feet; thence along the arc of a 505.40 foot radius curve to the left a distance of 175.73 feet (central angle equals 19° 55' 18" and long chord bears North 04° 55' 00" West 174.84 feet); thence along the are of a 600.00 foot radius curve to the right a distance of 224.32 feet (central angle equals 21° 25' 15" and long chord bears North 04° 13' 15" West 223.02 feet); thence North 06° 29' 23" East 80.23 feet; thence North long energ bears Norm 04, 13, 15, west 223,02 reet; mence from 05, 29, 25, 25, 25, 27, 21, 22, 22, 23, 59, West 173,70 feet; thence along the arc of a 172,00 foot radius curve to the right a distance of 10,04 feet (central angle equals 03° 20' 36" and long chord bears North 73° 48' 15" East 10.04 feet); thence South 11° 23' 59" East 176.86 feet; thence North 89° 38' 13" East 102,49 feet; thence South 04° 01' 47" West 173.53 feet; thence along the arc of a 300.00 foot radius curve to the left a distance of 63.27 feet (central angle equals 12° 05' 00" and long chord bears South 02° 00' 42" East 63.15 feet); thence South 08° 03' 12" East 107.46 feet, thence South 02° 17' 13" East 168.80 feet; thence along the arc of a 40.00 foot radius curve to the left a distance of 61.49 feet (central angle equals 88° 04' 34" and long chord bears South 46° 19' 30" East 55.61 feet); thence North 89° 38' 13" East 91.39 feet; thence South 00° 12' 57" East 379.08 feet to the point of beginning.

58-027-0001

SUBJECT TO Est

- ENT 128949: 2005 PG 2 of 2

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

ENT 133568:2005 PG 14 of 24

In witness whereof, the Grantor has caused its corporate name and scal to be hereunto affixed by its duly authorized officers on October 11 2005.

Attest:

R-3N Construction, Inc.

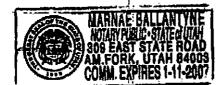
Renato Fuchs, Director

STATE OF UTAH

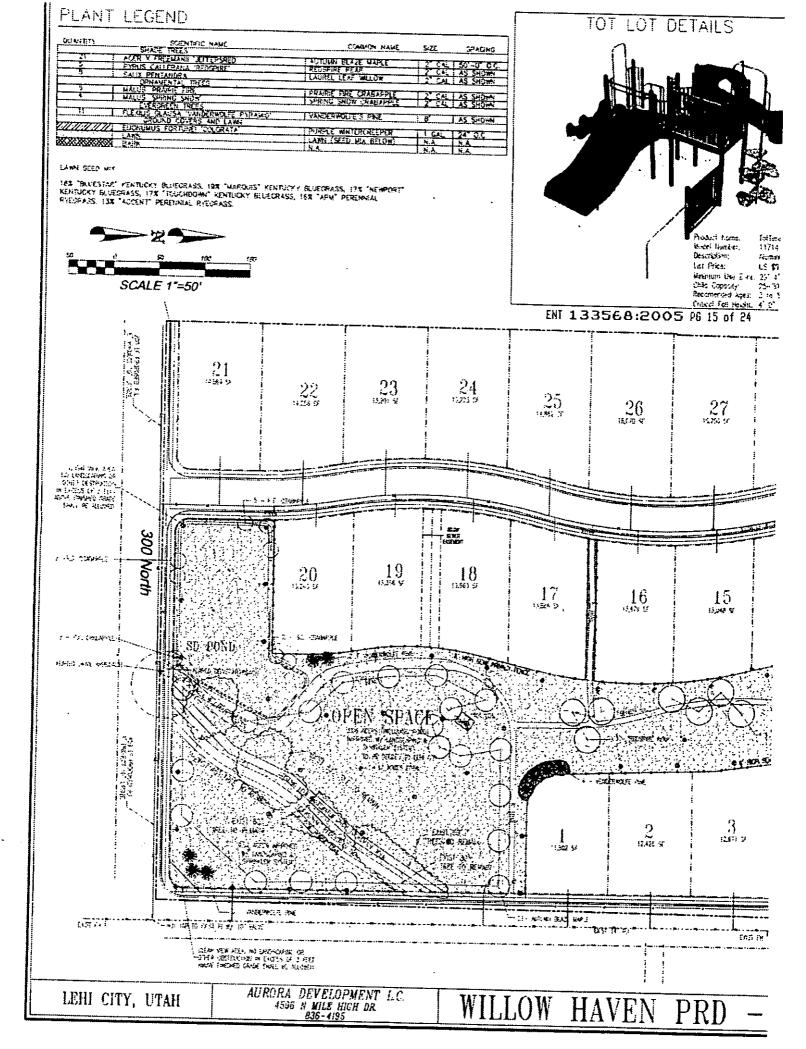
) :SS

COUNTY OF UTAH

On October 11, 2005 personally appeared before me Renato Fuchs, who being by me duly sworn did say that the said Renato Fuchs is the Director of R-3N Construction, Inc., and 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 Renato Fuchs, acknowledged to me that said corporation executed the same.



NOTARY PUBLIC



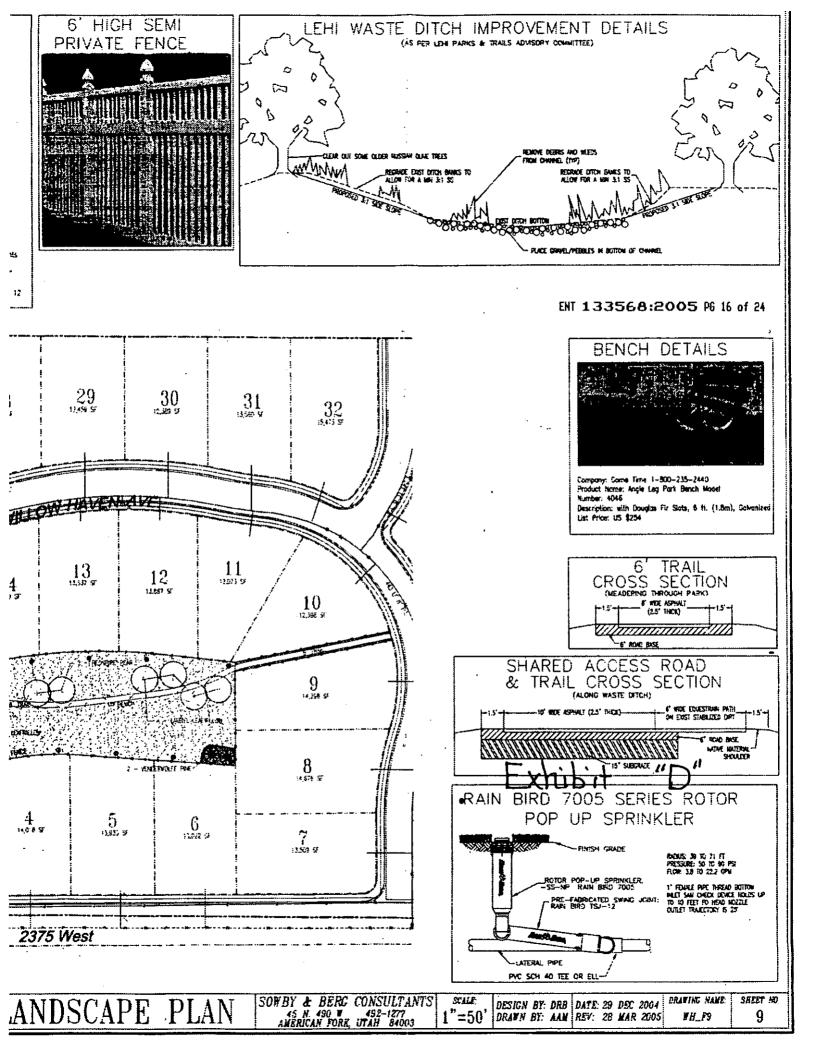


Exhibit "

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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.

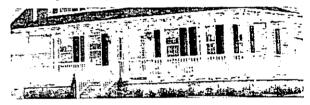
- B. Product Mix. Each PRD project shall provide a variety of home styles to insure a diverse and interesting street scene. Neighborhoods that have nearly identical homes and streets without variation in product placement and form are not allowed. In order to ensure that the neighborhood is non repetitive, 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 wraparound 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.

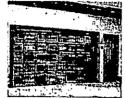


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Architectural grade asphalt shingles and wood or simulated wood shake shingles.



Wood or simulated wood garage door.

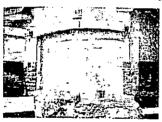




Decorative valance windows in garage door.

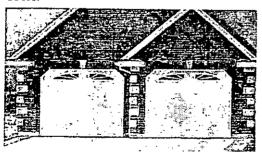


Arched garage door entry.





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



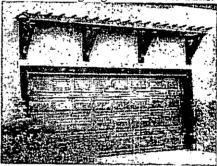
11. Side entry garage with windows in the exterior garage wall that faces the front yard.



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

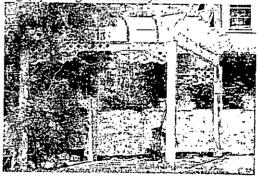


13. Attached trellis beneath the garage roof fascia and above garage door header trims.



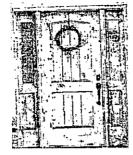
14. Overhead detached trellis forward of the ga-

rage, spanning the driveway



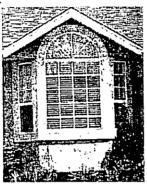
15. Decorative front door including wood or simulated wood doors and doors with etched or stain glass windows.



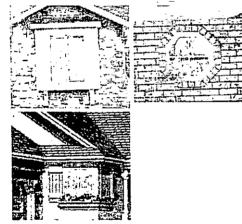


16. Bay or bow window.

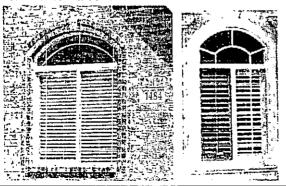




17. Oval, octagon or other feature window.



18. Arched window.



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

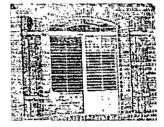


20. Decorative Window trim.



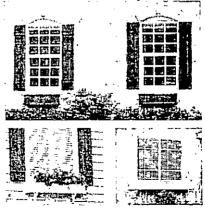


21. Decorative shutters and window mullions for all street facing windows (styles other than standard vinyl rectangular shutters are encouraged).





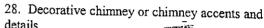
22. Decorative window planter boxes.

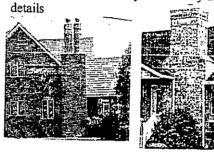


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27. Cantilevers "Pop Outs" and setbacks to different parts of the home that break up otherwise long uninterrupted wall planes.

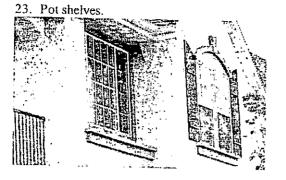








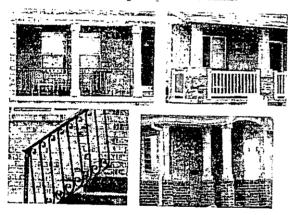




24. Balconies (covered or open).



25. Decorative railings or porch columns.



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





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

Exhibit "F"

Living square 2500 feet:

3 bedrooms, 2.5 baths, 3 car attached garage 73'0" wide x 65'10" deep Average ceiling height main: 9' Roof height: 28' Exterior wall framing: 2x4

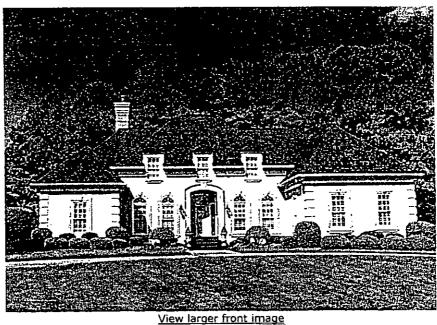
Foundation(s): Crawlspace

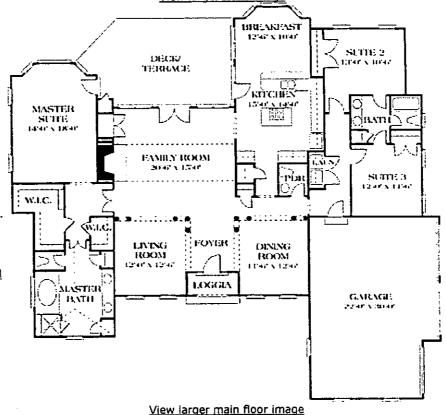
Designer's Comments:

Arched Windows over French Doors in Fam. Rm. Open Spacious Floor Plan Column Detailing at L.R. and D.R. Great on Golf Course or Water

About This House Plan

- Detailed room specifications.
- Download a printable copy of this plan in Adobe Acrobat format.
- View this plan in mirror reverse format.
- Modify this house plan.
- View additional plans by this designer.
- Compare to another plan.
- Estimate the cost to build this plan.
- Add to My Favorites.





Pricing &

Living square 3992 feet:

main: 2040 ; upper: 1952

Additional square feet:

garage: 988

4 bedrooms, 4 baths, 3 car attached garage 68'0" wide x 66'0"

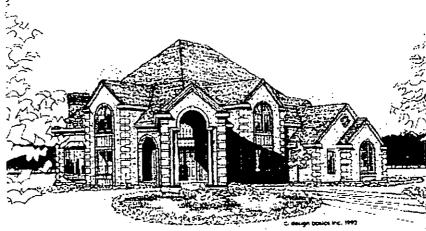
deep

Roof height: 35'5", main roof pitch: 10/12 Exterior wall framing:

2x4

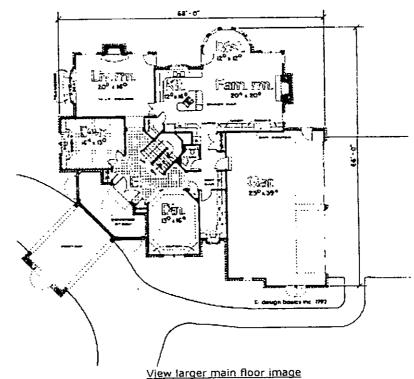
Foundation(s): Crawispace, slab,

pasement



View larger front image

- Detailed room specifications.
- Download a printable copy of this plan in Adobe Acrobat format.
- View this plan in mirror reverse format.
- Modify this house plan.
- View_additional plans by this designer.
- Compare to another plan.
- Estimate the cost to build this plan.
- Add to My Favorites.



- Price this plan.
- Order this house <u>plan</u>.

Living square 2501 feet:

main: 1294 upper: 1207

Additional square feet:

basement: 1230

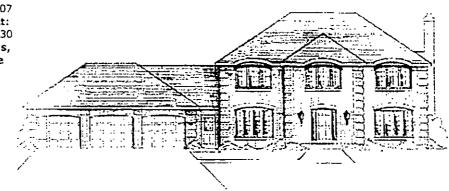
4 bedrooms, 2.5 baths, 3 car attached garage 82'0" wide x 30'0"

deep

Roof height: 28'

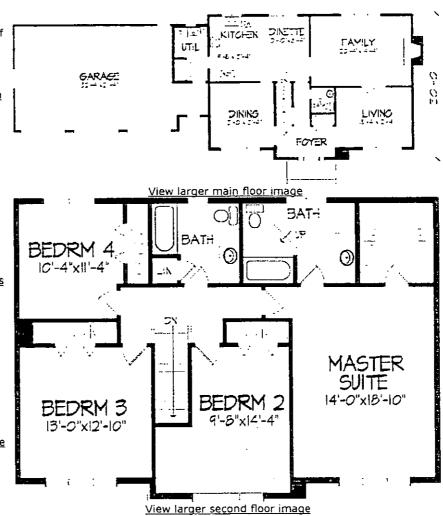
Foundation(s):

Basement



View larger front image

- <u>Detailed room</u>
 <u>specifications</u>.
- <u>Download a</u>
 <u>printable copy</u> of
 this plan in
 <u>Adobe Acrobat</u>
 format.
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- Estimate the cost to build this plan.
- Add to My Favorites.
- Price this plan.
- Order this house plan.
- To order by phone, please call 800-447-0027.



Living square 2503

main: 2503

3 bedrooms, 3 baths, 2 car attached garage 60'0" wide x 78'4"

deep

Roof height: 23'

Foundation(s): Slab



- <u>Detailed room</u>
 <u>specifications</u>.
- Download a printable copy of this plan in Adobe Acrobat format.
- View this plan in mirror reverse format.
- Modify this house plan.
- <u>View additional</u>
 <u>plans by this</u>
 <u>designer</u>.
- Compare to another plan.
- Estimate the cost to build this plan.
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- Price this plan.
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