

Lehi City Planning Dept.
99 W Main #100
Lehi, UT 84043

**DEVELOPMENT AGREEMENT
COLONY POINTE, PLAT B
A PLANNED UNIT DEVELOPMENT PROJECT**

ENT 44876:2005 PG 1 of 27
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 Apr 27 1:58 pm FEE 0.00 BY LJ
RECORDED FOR LEHI CITY CORPORATION

This Development Agreement is entered into as of this 7th day of April, 2005, by and between the owners and developers of Colony Pointe, Plat A, a Planned Unit Development, (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 103-lot Planned Unit Development Project designated as Colony Pointe, Plat B, 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 provide open space for the preservation of natural areas, parks and related purposes and other recreational facilities 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 Unit Development Project of Colony Pointe, Plat B, 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 for the subject Planned Unit Development 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 plats. 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. (Exhibit B)

2. Developer has provided the required open space/park for this phase of the project as shown on the subdivision plat (Exhibit A). Developer shall provide landscaping and sprinkler system in the open space as per attached Exhibit C and plat construction drawings. In addition to landscaping, Developer shall provide the following park amenities with Plat B:

- a. 5' concrete walk/trail (Exhibit C)
- b. baseball field and backstop (Exhibit C)
- c. 20' x 20' pavilion with 2 picnic tables and 1 barbeque grill (Exhibits C)

3. Open Space/Park area is dedicated to and maintained by the Homeowners' Association. The Association will be responsible for payment of pressurized irrigation water serving all areas under its maintenance.

4. Developer will comply with the Architectural Standards specified in Section 17.050 of the Lehi City Development Code. Approved typical elevations are attached as Exhibit D.

5. Lots included in the PUD cannot be subdivided.

6. Fencing will be installed by Developer as indicated on the recorded subdivision plat and approved construction drawings.

7. 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 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.”

8. 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: 4/7/05

Colony Pointe PUD, Plat B

By: [Signature]

Its: President

ACKNOWLEDGMENT

STATE OF UTAH

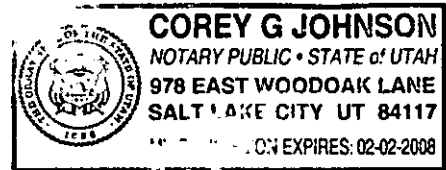
S.S.

COUNTY OF UTAH

On the 7th day of April 2005, personally appeared before me Christopher P. Gamvroukas, the signer(s) of the foregoing document who duly acknowledged to me that he/she/they did execute the same.

My Commission Expires: 02-02-08

[Signature]
NOTARY PUBLIC



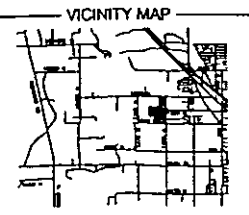
DATED: April 12, 2005

Lehi City Corporation

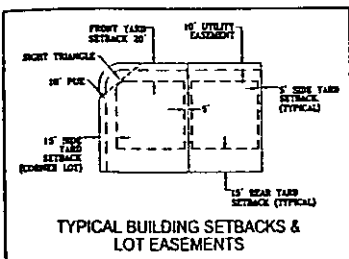
By: [Signature]
Kenneth J. Greenwood, Mayor

Attest:

[Signature]
Connie Ashton, City Recorder

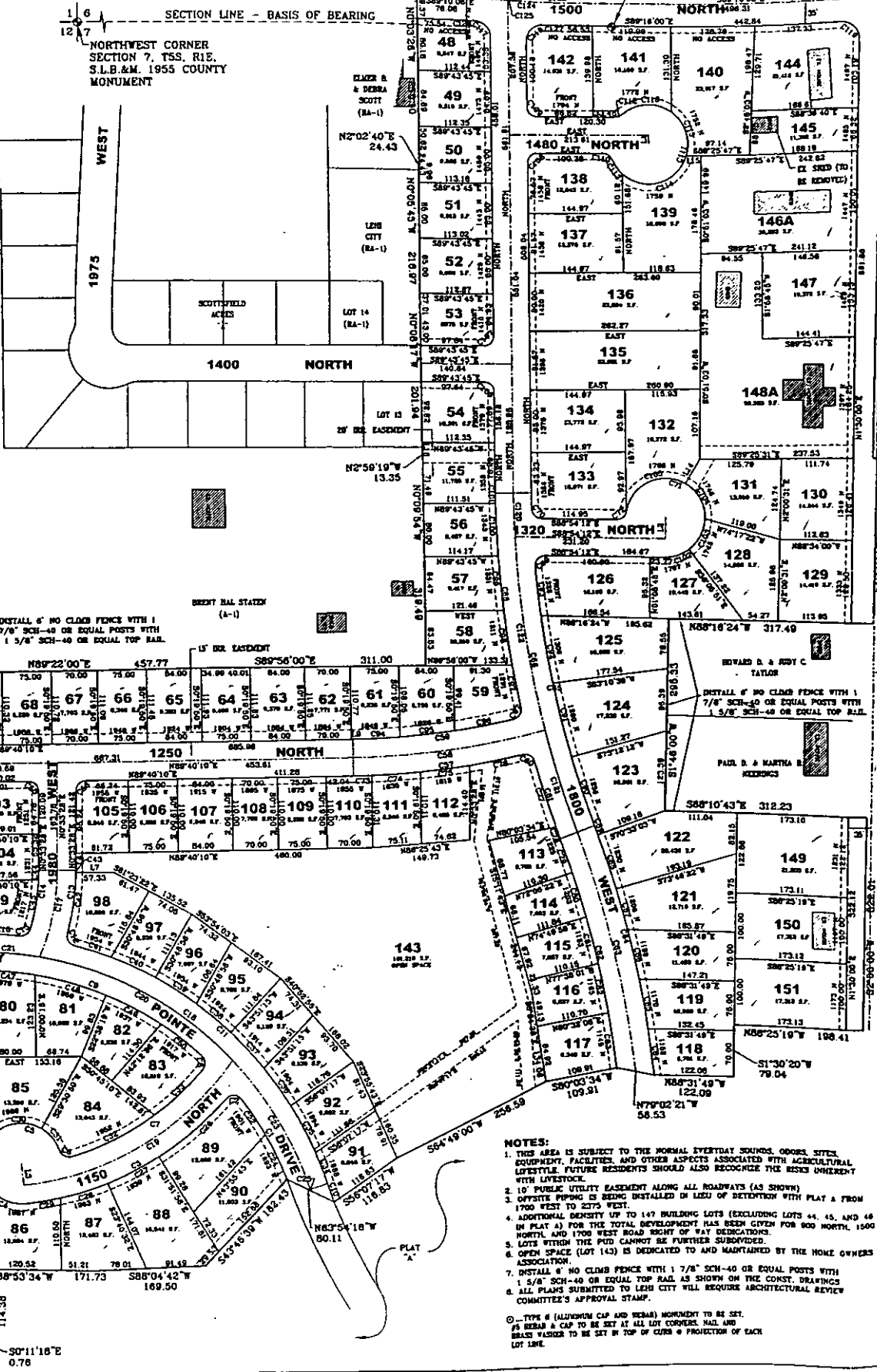


POINT OF BEGINNING
 S89°44'31" W 299.52 FEET
 & NORTH 50.77 FEET FROM
 THE NORTH 1/4 CORNER OF
 SECTION 7, T5S, R1E, S.L.B.&M.

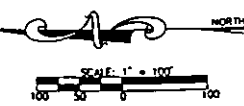


TABULATIONS	
EDGE OVERALL	RA-1 (RESIDENTIAL)
SUBDIVISION AREA	86 ACRES
PUD AREA	80 ACRES
TOTAL # PUD LOTS	147 LOTS
TOTAL OPEN SPACE	6.6 ACRES
PLAY #	
AREA	44.86 ACRES
PUD AREA	44.86 ACRES
PUD LOTS	95 LOTS
OPEN SPACE	4.18 ACRES

A LOT HAS ADJACENT RIGHTS



- NOTES:
1. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOUNDS, ODORS, VIBES, EQUIPMENT, FACILITIES, AND OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISKS INHERENT WITH LIVESTOCK.
 2. 10' PUBLIC UTILITY EASEMENT ALONG ALL ROADWAYS (AS SHOWN).
 3. OFFSITE PIPING IS BEING INSTALLED IN LIEU OF DETENTION WITH PLAY # FROM 1700 WEST TO 2075 WEST.
 4. ADDITIONAL DENSITY UP TO 147 BUILDING LOTS (EXCLUDING LOTS 44, 45, AND 46 IN PLAY #) FOR THE TOTAL DEVELOPMENT HAS BEEN GIVEN FOR 800 NORTH, 1500 NORTH AND 1700 WEST ROAD RIGHT OF WAY DESIGNATIONS.
 5. LOTS WITHIN THE PUD CANNOT BE FURTHER SUBDIVIDED.
 6. OPEN SPACE (LOT 143) IS DEDICATED TO AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 7. INSTALL 6" NO CLIMB FENCE WITH 1 7/8" SCH-40 OR EQUAL POSTS WITH 1 5/8" SCH-40 OR EQUAL TOP RAIL AS SHOWN ON THE CONTS. DRAWINGS.
 8. ALL PLANS SUBMITTED TO LEHS CITY WILL REQUIRE ARCHITECTURAL REVIEW COMMITTEE'S APPROVAL STAMP.
- ©...TYPE # (ALUMINUM CAP AND REBAR) MONUMENT TO BE SET.
 #5 REBAR & CAP TO BE SET AT ALL LOT CORNERS, NAIL AND BRASS WASTER TO BE SET IN TOP OF CURB @ PROJECTION OF EACH LOT LINE.



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	500.00	187.01	140.33
C2	15.00	100.00	28.40
C3	478.11	147.24	253.79
C4	61.00	127.28	42.23
C5	61.00	112.24	131.92
C6	15.00	87.48	22.90
C7	422.11	132.07	244.04
C8	15.00	87.10	22.08
C9	500.00	171.21	130.48
C10	650.00	178.17	139.83
C11	350.00	104.12	78.83
C12	15.00	81.01	20.83
C13	350.00	104.12	78.83
C14	300.00	117.24	90.15
C15	15.00	78.40	20.59
C16	350.00	104.12	78.83
C17	350.00	104.12	78.83
C18	350.00	104.12	78.83
C19	350.00	104.12	78.83
C20	350.00	104.12	78.83
C21	350.00	104.12	78.83
C22	350.00	104.12	78.83
C23	350.00	104.12	78.83
C24	350.00	104.12	78.83
C25	350.00	104.12	78.83
C26	350.00	104.12	78.83
C27	350.00	104.12	78.83
C28	350.00	104.12	78.83
C29	350.00	104.12	78.83
C30	350.00	104.12	78.83
C31	350.00	104.12	78.83
C32	350.00	104.12	78.83
C33	350.00	104.12	78.83
C34	350.00	104.12	78.83
C35	350.00	104.12	78.83
C36	350.00	104.12	78.83
C37	350.00	104.12	78.83
C38	350.00	104.12	78.83
C39	350.00	104.12	78.83
C40	350.00	104.12	78.83
C41	350.00	104.12	78.83
C42	350.00	104.12	78.83
C43	350.00	104.12	78.83
C44	350.00	104.12	78.83
C45	350.00	104.12	78.83
C46	350.00	104.12	78.83
C47	350.00	104.12	78.83
C48	350.00	104.12	78.83
C49	350.00	104.12	78.83
C50	350.00	104.12	78.83
C51	350.00	104.12	78.83
C52	350.00	104.12	78.83
C53	350.00	104.12	78.83
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C56	350.00	104.12	78.83
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C93	350.00	104.12	78.83
C94	350.00	104.12	78.83
C95	350.00	104.12	78.83
C96	350.00	104.12	78.83
C97	350.00	104.12	78.83
C98	350.00	104.12	78.83
C99	350.00	104.12	78.83
C100	350.00	104.12	78.83

LOVE PEAK LAND & LIVESTOCK COMPANY (A-1)

DALE R. & DONNA C. CLARK (A-1)

ANDREA DAY ASHLEY (A-1)

10°25'31" E 6.66

MICHAEL J. & TAMAR A. BROWN (A-1)

DEBYE PHILLIPS

MICHAEL A. & ADARNE DOBSON (A-1)

LAYTON W. BIRKHAM (A-1)

SURVEYORS CERTIFICATE

I, DENNIS P. CARLISLE, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. 172675 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY AUTHORITY OF THE STATE ENGINEERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS AND THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAN AND THAT THIS PLAN IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

BEGINNING AT POINT LOCATED 589'44.31" W ALONG THE SECTION LINE 299.52 FEET AND NORTH 50.77 FEET FROM THE NORTH 1/4 CORNER OF SECTION 7, T.5S, R.1E, S.L.B.M.; THENCE AS FOLLOWS:

COURSE	DISTANCE	REMARKS
N87°52'03"E	720.56	
S1°50'10"W	719.35	
S89°25'31"E	8.66	
S2°00'00"W	253.00	
N87°18'24"E	317.49	
S1°48'00"W	295.33	
S89°10'43"E	312.23	
S2°00'00"W	322.01	
N87°25'18"W	180.81	
S1°30'20"W	78.84	
N89°41'07"E	122.00	
N70°21'17"E	58.53	
S00°03'34"W	100.91	
S64°48'00"W	256.59	
S54°07'17"W	118.83	
N87°51'18"E	80.11	
S4°48'00"W	182.43	
S29°04'42"E	189.50	
N87°53'34"W	171.73	
S01°15'31"W	114.38	
S01°11'16"W	0.78	
N87°07'06"E	305.92	
N87°51'24"E	0.27	
N1°00'45"E	47.74	
N0°42'19"E	862.17	
N89°25'00"E	215.81	
N89°22'00"E	457.77	
S89°58'00"E	311.00	
N0°05'54"E	318.49	
N0°39'19"E	13.55	
N0°08'17"E	201.94	
N0°05'45"E	218.97	
N2°02'40"E	24.43	
N0°03'29"W	253.10	TO THE POINT OF BEGINNING

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CONTAINS 44.66 ACRES

COULD BE BEARING: ALONG SECTION LINE AS SHOWN HEREON.

DATE _____ SURVEYOR (See Seal Below)

OWNERS DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYORS CERTIFICATE HEREON 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 INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, A.D. 20__

ACKNOWLEDGEMENT

STATE OF UTAH 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 OF LAND INTENDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20__

APPROVED BY MAYOR _____ ATTEST: _____

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

DIRECTOR-SECRETARY _____ CHAIRMAN, PLANNING COMMISSION

PLAT "B" COLONY POINTE

A PLANNED UNIT DEVELOPMENT

LEHI UTAH COUNTY, UTAH

SCALE 1" = 100 FEET

SURVEYOR'S SEAL	NOTARY PUBLIC SEAL	CITY-COUNTY ENGINEER SEAL	COUNTY-RECORDED SEAL
Exhibit "A"			



Exhibit "B"

WHEN RECORDED RETURN TO:
IVORY DEVELOPMENT
978 E. Woodoak Lane
Salt Lake City, Utah 84117
(801) 747-7440

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FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR COLONY POINTE An Expandable Planned Unit Development

This FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR COLONY POINTE, P.U.D. is made and executed by IVORY DEVELOPMENT LLC., a Utah limited liability company, of 978 E. Woodoak Lane, Salt Lake City, Utah 84117 (hereinafter referred to as "Declarant").

RECITALS

Whereas, the Declaration of Protective Covenants for COLONY POINTE was recorded in the office of the County Recorder of Utah County, Utah on the 14th of March, 2005 as Entry No.26126 of the Official Records of the County Recorder of Utah County, Utah (the "Declaration").

Whereas, the related Plat Map(s) for Plat A & B of the Project have also been recorded in the office of the County Recorder of Utah County, Utah.

Whereas, under Article 3, Section 41 of the Declaration, Declarant reserved an option to unilaterally expand the subdivision in accordance with the Declaration.

Whereas, Declarant is the fee simple owner of record of that certain real property located in Utah County, Utah and described with particularity on Exhibit "A-2" attached hereto and incorporated herein by this reference (the "PLAT B PROPERTY").

Whereas, under the provisions of the Declaration, Declarant expressly reserved the absolute right to expand the application of the Declaration to other real property.

Whereas, Declarant desires to expand the subdivision by creating on the PHASE B Property additional Lots.

Whereas, Declarant now intends that the PLAT B Property shall become subject to the Declaration.

Whereas, the Developer desires to amend the Declaration to set forth the Street Tree Planting Plan for the Property.

Whereas, Declarant desires to amend the legal description defining the property to be included in the HOA for Plat A as shown in Exhibit B.

Whereas, Declarant desires to clarify maintenance of landscaping located along 1500 North, 900 North and 1700 West Streets.

NOW, THEREFORE, for the reasons recited above, and for the benefit of the subdivision and the Lot Owners thereof, Declarant hereby executes this FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR COLONY POINTE.

1. **Supplement to Definitions.** Article I of the Declaration, entitled "Definitions," is hereby modified to include the following supplemental definitions:

A. **First Amendment Declaration** shall mean and refer to this FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS FOR COLONY POINTE.

B. **PLAT B Map** shall mean and refer to the Plat Map of PLAT B of the Project, prepared and certified to by Dennis P. Carlisle, a duly registered Utah Land Surveyor holding Certificate No. 172675, and filed for record in the Office of the County Recorder of Utah County, Utah concurrently with the filing of this First Amendment Declaration.

C. **Subdivision** shall mean and refer to COLONY POINTE PLAT A and B.

Except as otherwise herein provided, the definition of terms contained in the Declaration are incorporated herein by this reference.

2. **Legal Description.** The real property described in Exhibit A-2 is hereby submitted to the provisions of the Declaration and said land shall be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration as it may be supplemented or amended from time to time. Exhibit A-2 also includes a corrected legal description for Plat A area included within the Colony Pointe HOA.

3. **Annexation.** Declarant hereby declares that the PLAT B Property shall be annexed to and become subject to the Declaration, which, upon recordation of this First Amendment Declaration, shall constitute and effectuate the expansion of the Project, making the real property described in Exhibit A-2 subject to this Declaration and the functions, powers, rights, duties and jurisdiction of the Association.

4. **Total Number of Units Revised.** As shown on the PLAT A Map, forty-three (43) Lots, Numbers 1-43 and 47 (common ownership or park lot), and PLAT B Map, ninety five (95) Lots, Numbers 1-142 and 143 (common ownership or park lot) are or will be constructed and/or

created in the Project on the PLAT A and B Property. Upon the recordation of the PLAT B Map and this First Amendment Declaration, the total number of Lots in the Project will be one hundred and thirty eight (138) plus two (2) common ownership or park lots. The additional Lots (and the homes to be constructed therein) are or will be substantially similar in construction, design and quality to the Lots and homes in the prior Phase.

5. **Percentage Interest Revised.** Pursuant to the Declaration, Declarant is required with the additional Lots to reallocate the undivided percentages of ownership interest (the "Percentage Interests"). Seventh Revised Exhibit "C" to the Declaration, which set forth the Percentage Interests in the Project through Plat A, is deleted in its entirety and Eighth Revised Exhibit 'C' attached hereto and incorporated herein by this reference, which sets forth the Percentage Interests through Plat B is substituted in lieu thereof.

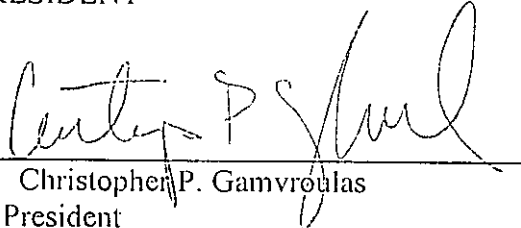
6. **Landscaping Maintenance of 1500 North, 900 North and 1700 West Streets.** The area of landscaping or City parkstrip along 1500 North (lots 48 and 140-142), 900 North (lots 4, 5, and 6), and 1700 West (lots 42, and lots 1-4) shall be considered common area and will be maintained by the Colony Pointe HOA. All other lots along 1500 North, 900 North and 1700 West streets will be considered as fronting the respective street and therefore the maintenance of the park strip shall be the responsibility of the homeowner.

7. **Street Trees.** The planting of trees shall be done in accordance with the Street Tree Planting Plan, a copy of which is attached hereto, marked Exhibit "C" and incorporated herein by this reference.

8. **Effective Date.** The effective date of this First Supplemental Declaration and the PLAT B Map shall be the date on which said instruments are filed for record in the Office of the County Recorder of Salt Lake County, Utah.

Dated the 7th day of April, 2005.

DEVELOPER:
IVORY DEVELOPMENT, LLC.
By: CHRISTOPHER P. GAMVROULAS.
Its: PRESIDENT

By: 
Name: Christopher P. Gamvroulas
Title: President

**REVISED AND AMENDED EXHIBIT "A-2"
LEGAL DESCRIPTION**

The Property referred to in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

REVISED COLONY POINTE "A" DESCRIPTION
(ONLY HOMES IN COLONY POINTE HOA)

A portion of COLONY POINTE "A", located in the NE1/4 and the NW1/4 of Section 7, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located S89°44'31"W along the Section line 11.57 feet and South 1,599.50 feet from the North ¼ Corner of Section 7, T5S, R1E, S.L.B. & M.; thence S79°02'21"E 58.53 feet; thence S88°31'49"E 122.09 feet; thence S1°30'20"W 383.57 feet; thence S89°54'47"E 172.53 feet; thence N1°40'40"E 221.80 feet; thence N1°30'00"E 236.32 feet; thence S88°25'19"E 25.29 feet; thence S2°00'00"W 457.56 feet; thence N89°54'47"W 4.46 feet; thence S1°29'40"W 681.80 feet; thence S88°54'00"W 317.85 feet; thence N1°02'56"W 308.93 feet; thence N88°53'01"W 483.66 feet; thence N0°01'15"W 232.30 feet; thence N89°52'14"W 169.34 feet; thence N0°01'15"W 241.90 feet; thence S89°26'24"W 0.80 feet; thence N0°01'51"W 3.01 feet; thence N43°46'39"E 182.43 feet; thence S63°54'18"E 80.11 feet; thence N56°07'17"E 116.83 feet; thence N64°49'00"E 256.59 feet; thence N80°03'34"E 109.91 feet to the point of beginning.

Contains: 15.78+/- acres

PLAT B DESCRIPTION
LESS LOTS 144-152
(ONLY HOMES IN COLONY POINTE HOA)

A portion of Sections 6 and 7, Township 5 South, Range 1 East, Salt Lake Base & Meridian, located in Lehi, Utah, more particularly described as follows:

Beginning at a point located S89°44'31"W along the Section line 299.52 feet and North 50.77 feet from the North ¼ Corner of Section 7, T5S, R1E, S.L.B. & M.; thence N89°59'03"E 521.65 feet; thence S2°48'03"W 249.95 feet; thence N89°25'47"W 66.03 feet; thence S1°35'05"W 467.39 feet; thence S89°25'31"E 271.87 feet; thence S2°00'00"W 253.69 feet; thence N88°16'24"W 317.49 feet; thence S1°46'00"W 295.33 feet; thence S88°10'43"E 111.04 feet; thence S1°30'20"W 401.90 feet to the Northeast Corner of Lot 33, Plat "A", COLONY POINTE Subdivision; thence N88°31'49"W 122.09 feet; thence N79°02'21"W 58.53 feet; thence S80°03'34"W 109.91 feet; thence S64°49'00"W 256.59 feet; thence S56°07'17"W 116.83 feet; thence N63°54'18"W 80.11 feet; thence S43°46'39"W 182.43 feet, the previous 7 (seven) courses along said Plat "A"; thence S88°04'42"W 169.50 feet; thence N88°53'34"W 171.73 feet; thence N0°15'31"E 323.16 feet; thence S89°59'23"W 302.51 feet; thence N0°42'19"E 579.91 feet; thence N89°25'00"E 215.81 feet; thence N89°22'00"E 457.77 feet; thence S89°56'00"E 311.00 feet; thence N0°09'54"W 319.49 feet; thence N2°59'19"W 13.35 feet; thence N0°08'17"W 201.94 feet; thence N0°05'45"W 216.97 feet; thence N2°02'40"E 24.43 feet; thence N0°03'29"W 255.10 feet to the point of beginning.

Contains: 36.13+/- acres

REVISED EXHIBIT "B"
PERCENTAGE OF OWNERSHIP INTEREST

<u>Plat</u>	<u>Lot No.</u>	<u>Percentage Of Ownership Interest</u>
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S T R E E T T R E E P L A N T I N G P L A N
COLONY POINTE
PLATS A AND B
LEHI CITY, UTAH COUNTY, UTAH

01. GENERAL REQUIREMENTS

- 01.1. STREET TREES initially are to be planted by the HOME OWNER in compliance with this plan.
- 01.2. STREET TREES are to be planted in the parkstrip in front of each lot. They are to be centered between the back of curb and the edge of the sidewalk.
- 01.3. Two (2) Street Trees are to be planted per lot.
- 01.4. Corner lots shall have two (2) Street Trees on each street fronting the lot—or a total of four (4) Street Trees. In most cases, this will be two different varieties of trees. Consult the Street Tree Plan carefully.
- 01.5. Lots on cul de sacs have a narrower frontage and may not, in all cases, accommodate two Street Trees. Follow the guidelines in paragraph 01.6 below and provide Street Trees at the proper and appropriate spacing.
- 01.6. STREET TREES shall be spaced at approximately forty (40) feet on center, but no less than thirty (30) feet from a street tree in front of an adjoining lot.
- 01.7. STREET TREES shall be planted twenty (20) feet from any street intersection. This is to be measured from the point of intersection between the street curb and the sidewalk.
- 01.8. STREET TREES shall be a minimum one and one-half inch (1 ½") caliper in size when planted. (Caliper is the diameter of the trunk measured twelve (12) inches above the top of the root ball.)
- 01.9. Any damaged or diseased STREET TREES are to be replaced by the homeowner at his sole cost and expense.

02. STREET TREE PLAN

02.1. The following Plant List identifies Street Trees to be planted on each street within COLONY POINTE. No substitutions are allowed.

02.2. STREET TREE PLANT LIST

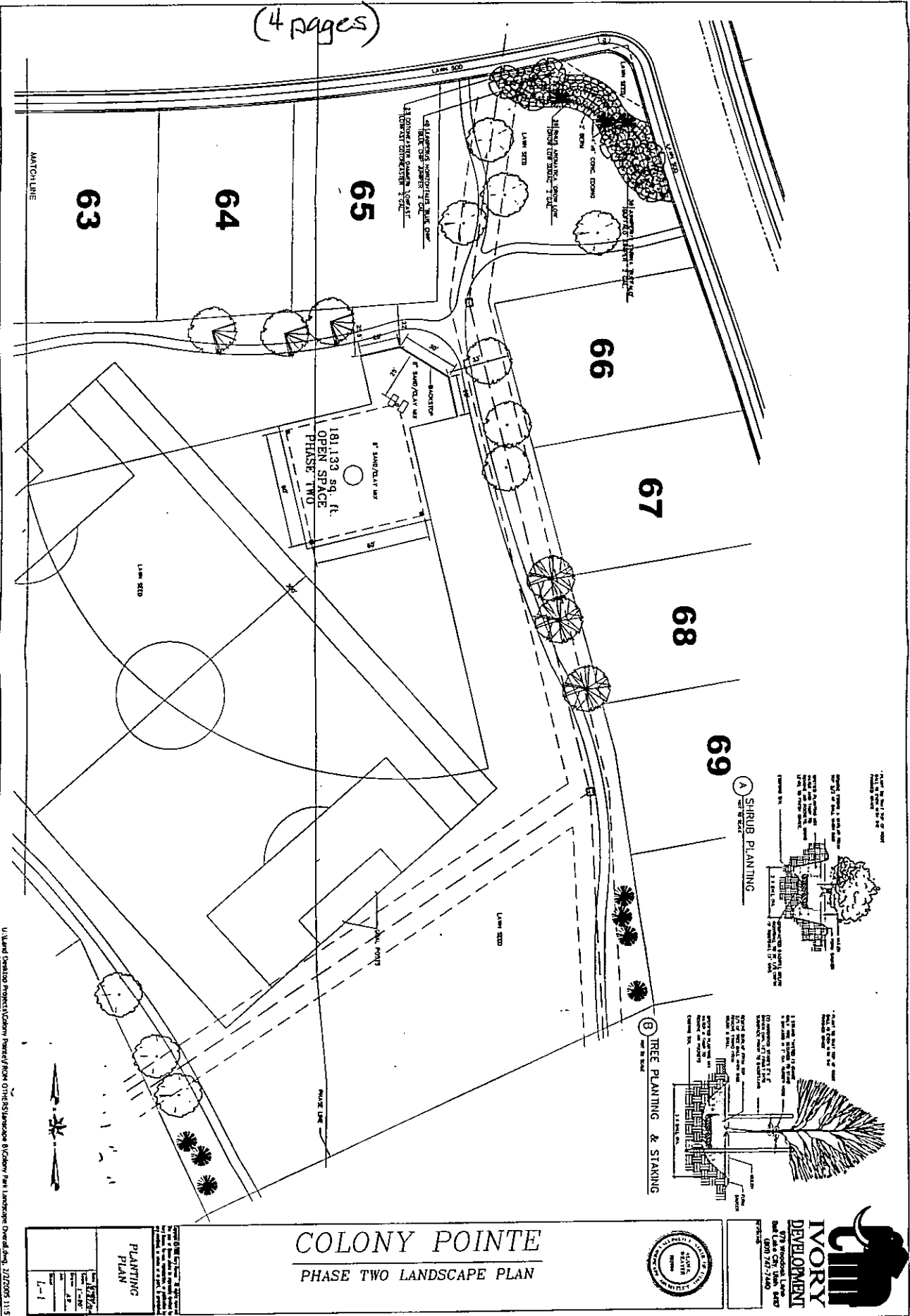
STREET	COMMON NAME	BOTANICAL NAME
Colony Pointe Dr	Aristocrat Flowering Pear	Pyrus calleryana 'Aristocrat'
1750 West	Eastern Redbud	Cercis canadensis
1800 West	Bechtel Crab	Malus 'Bechtel'
1850 West	Chokecherry	Prunus virginiana 'Canada Red'
1250 North	Aristocrat Flowering Pear	Pyrus calleryana 'Aristocrat'
1150 North	Eastern Redbud	Cercis canadensis
1980 West	Kwanzan Cherry	Prunus serrulata 'Kwanzan'
2040 West	Chokecherry	Prunus virginiana 'Canada
1320 North	Eastern Redbud	Cercis canadensis
1400 North	Kwanzan Cherry	Prunus serrulata 'Kwanzan'
1480 North	Eastern Redbud	Cercis canadensis

The following Street trees are to be planted on major city roads. (Trees to be installed by Ivory Development and maintained by HOA).

900 North Applause'	Autumn Applause Ash	Fraxinus americana 'Autumn
1700 West	Green Spire Linden	Tilia cordata 'Greenspire'
1500 North	Armstrong Maple	Acer rubrum 'Armstrong'

Exhibit "C"

(4 pages)



COLONY POINTE PHASE TWO LANDSCAPE PLAN



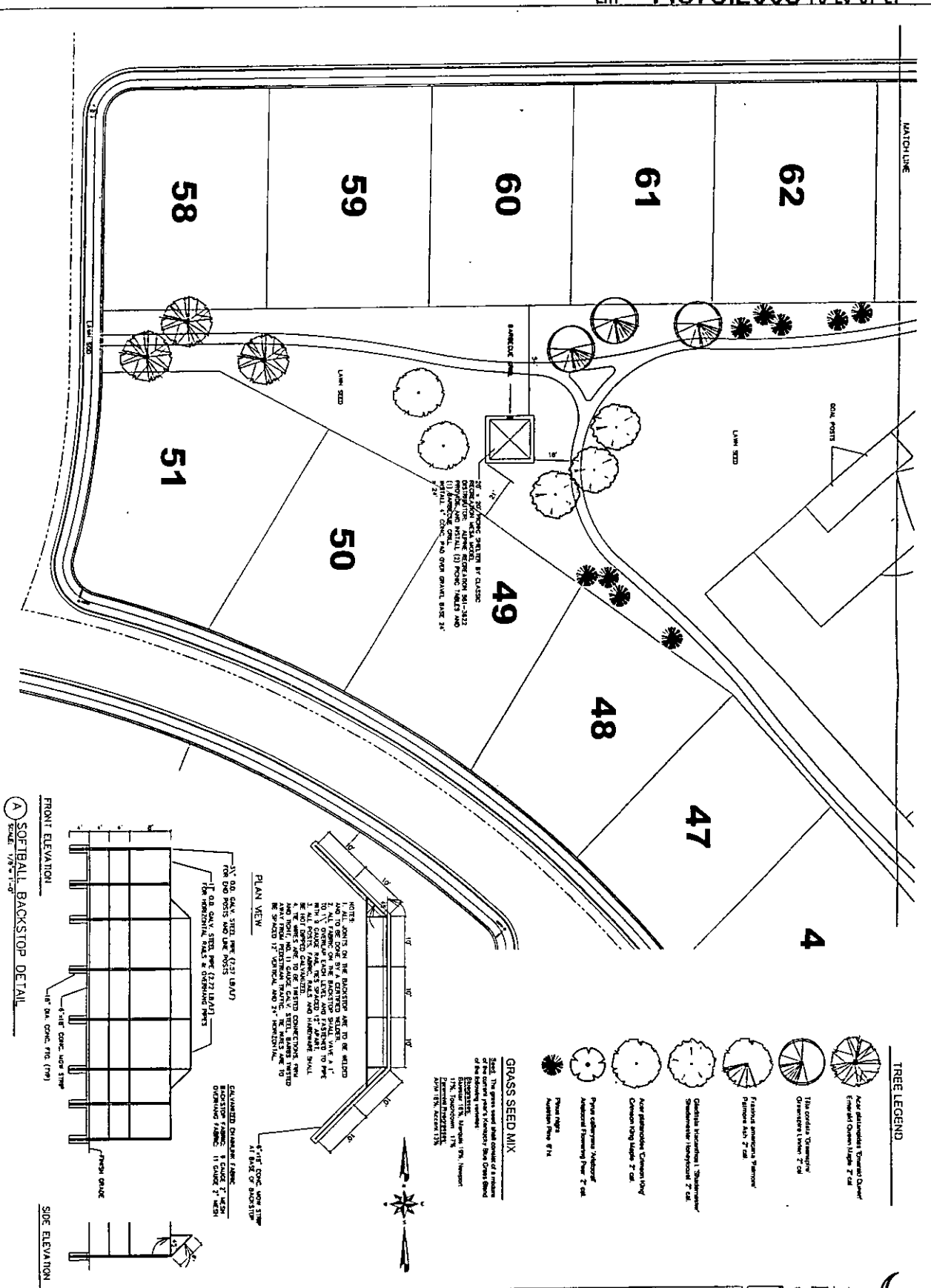
IVORY DEVELOPMENT
875 Woodburn Lane
Woodburn, VA 22094
(408) 762-7400

PLANTING PLAN

DATE	07/20/05
SCALE	1" = 40'
PROJECT	COLONY POINTE
CLIENT	IVORY DEVELOPMENT
LOCATION	11575 WOODBURN LANE, WOODBURN, VA 22094
DESIGNED BY	COLONY POINTE LANDSCAPE ARCHITECTS, INC.
DATE	07/20/05
SCALE	1" = 40'
PROJECT	COLONY POINTE
CLIENT	IVORY DEVELOPMENT
LOCATION	11575 WOODBURN LANE, WOODBURN, VA 22094
DESIGNED BY	COLONY POINTE LANDSCAPE ARCHITECTS, INC.
DATE	07/20/05
SCALE	1" = 40'
PROJECT	COLONY POINTE
CLIENT	IVORY DEVELOPMENT
LOCATION	11575 WOODBURN LANE, WOODBURN, VA 22094
DESIGNED BY	COLONY POINTE LANDSCAPE ARCHITECTS, INC.

L-1

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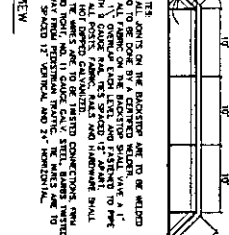
TREE LEGEND

- Acacia dealbata (Eucalyptus) 7' tall
- Citrus (Orange) 10' tall 7' dia
- The cordia, Osmunda, Quercus, Liriodendron 7' dia
- Ficus, magnolia, Sycamore 7' dia
- Ficus, magnolia, Sycamore 7' dia
- Quercus, Liriodendron, Sycamore 7' dia
- Acacia dealbata (Eucalyptus) 7' tall
- Citrus (Orange) 10' tall 7' dia
- Ficus, magnolia, Sycamore 7' dia
- Quercus, Liriodendron, Sycamore 7' dia
- Acacia dealbata (Eucalyptus) 7' tall
- Citrus (Orange) 10' tall 7' dia
- Ficus, magnolia, Sycamore 7' dia
- Quercus, Liriodendron, Sycamore 7' dia
- Acacia dealbata (Eucalyptus) 7' tall
- Citrus (Orange) 10' tall 7' dia
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- Acacia dealbata (Eucalyptus) 7' tall
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- Acacia dealbata (Eucalyptus) 7' tall
- Citrus (Orange) 10' tall 7' dia
- Ficus, magnolia, Sycamore 7' dia
- Quercus, Liriodendron, Sycamore 7' dia

GRASS SEED MIX

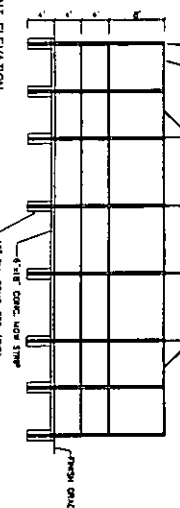
1. All points on the backstop are to be welded and to be done in a centered square with a 1" to 1" overlap each level, and fastened to post with 1/2" bolts, washers, nuts and hardware shall be used to connect the steel beams to the post. All 1/2" galv. steel beams must be spaced 1" vertical and 1" horizontal at base of backstop.

PLAN VIEW

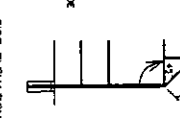


NOTES:
 1. ALL POINTS ON THE BACKSTOP ARE TO BE WELDED AND TO BE DONE IN A CENTERED SQUARE WITH A 1" TO 1" OVERLAP EACH LEVEL, AND FASTENED TO POST WITH 1/2" BOLTS, WASHERS, NUTS AND HARDWARE SHALL BE USED TO CONNECT THE STEEL BEAMS TO THE POST.
 2. ALL 1/2" GALV. STEEL BEAMS MUST BE SPACED 1" VERTICAL AND 1" HORIZONTAL AT BASE OF BACKSTOP.

FRONT ELEVATION
SOFTBALL BACKSTOP DETAIL
 SCALE: 1/8" = 1'-0"



SIDE ELEVATION



PLANTING PLAN

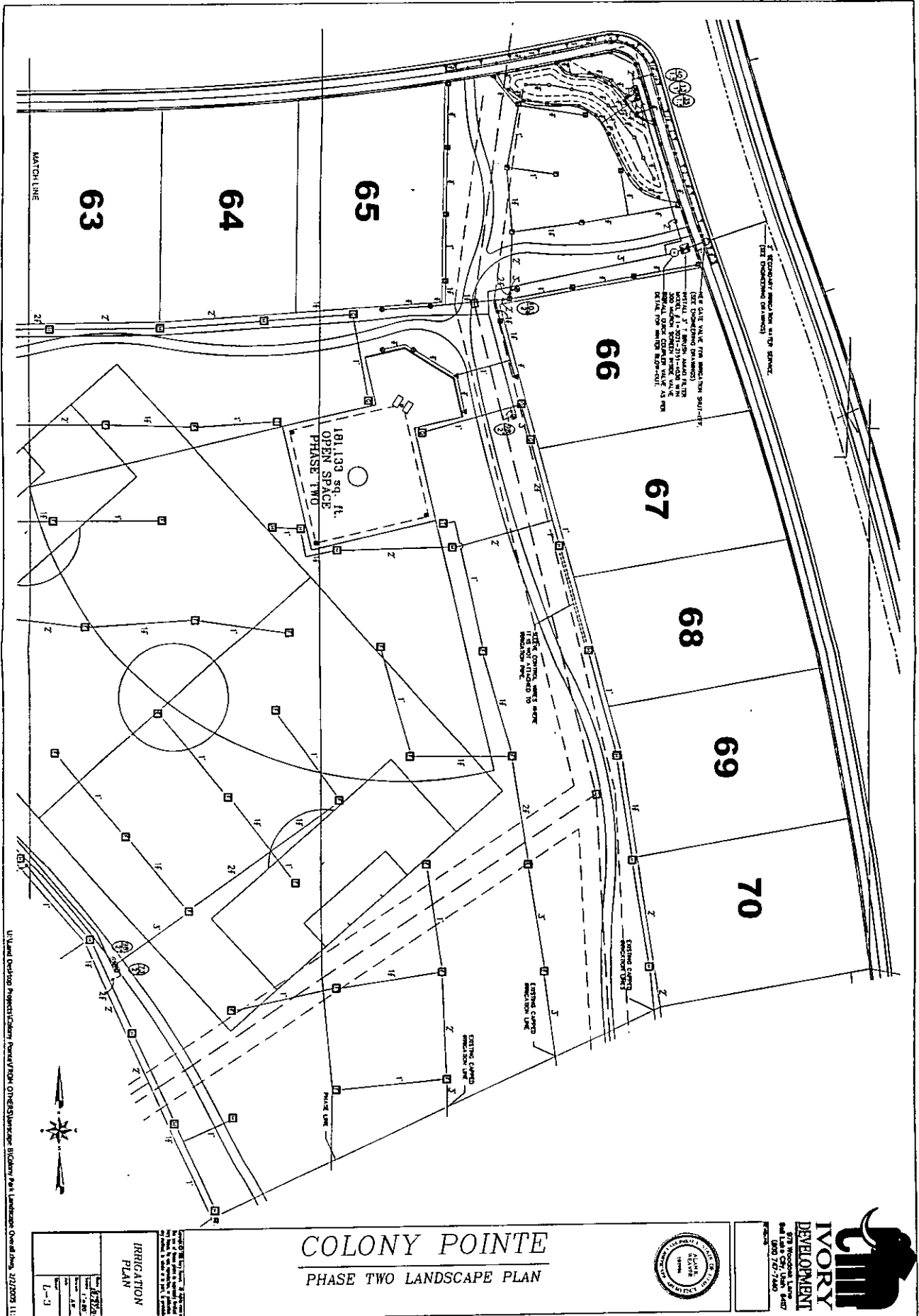
DATE	11/27/05
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BY	AS
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COLONY POINT
 PHASE TWO LANDSCAPE PLAN



IVORY DEVELOPMENT
 578 Woodside Lane
 Salt Lake City, Utah 84119
 PHONE: (801) 757-7440

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THE DATE VALUE FOR IRRIGATION SHALL BE:
 (SEE DEVELOPING DRAWINGS)
 MODEL A - 2012-21-10-001
 MODEL B - 2012-21-10-002
 MODEL C - 2012-21-10-003
 MODEL D - 2012-21-10-004
 MODEL E - 2012-21-10-005
 MODEL F - 2012-21-10-006
 MODEL G - 2012-21-10-007
 MODEL H - 2012-21-10-008
 MODEL I - 2012-21-10-009
 MODEL J - 2012-21-10-010
 MODEL K - 2012-21-10-011
 MODEL L - 2012-21-10-012
 MODEL M - 2012-21-10-013
 MODEL N - 2012-21-10-014
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 MODEL Z - 2012-21-10-026
 MODEL AA - 2012-21-10-027
 MODEL AB - 2012-21-10-028
 MODEL AC - 2012-21-10-029
 MODEL AD - 2012-21-10-030
 MODEL AE - 2012-21-10-031
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 MODEL AG - 2012-21-10-033
 MODEL AH - 2012-21-10-034
 MODEL AI - 2012-21-10-035
 MODEL AJ - 2012-21-10-036
 MODEL AK - 2012-21-10-037
 MODEL AL - 2012-21-10-038
 MODEL AM - 2012-21-10-039
 MODEL AN - 2012-21-10-040
 MODEL AO - 2012-21-10-041
 MODEL AP - 2012-21-10-042
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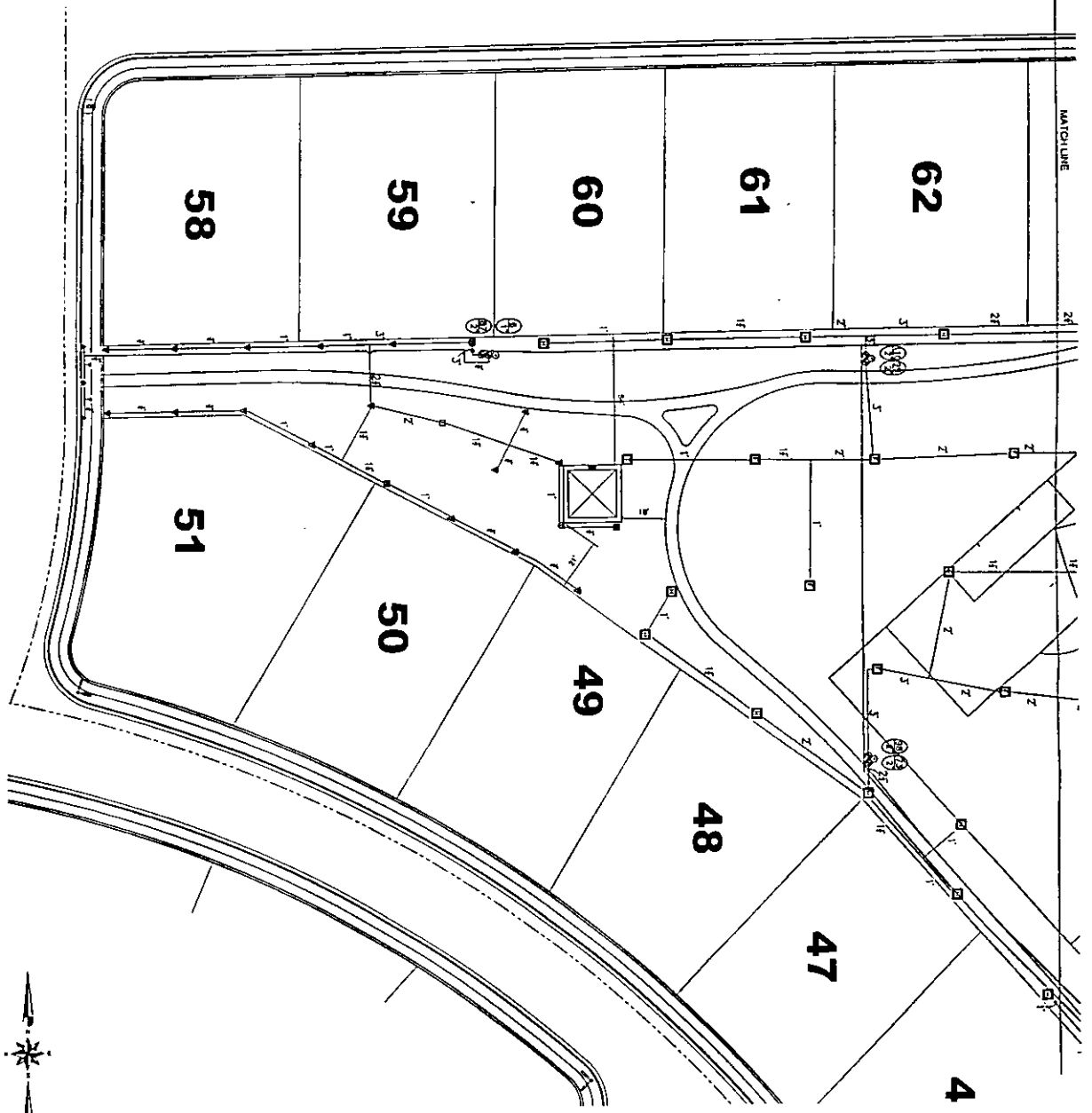
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<p>COLONY POINTE PHASE TWO LANDSCAPE PLAN</p>	
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COLONY POINTE
 PHASE TWO LANDSCAPE PLAN



IVORY DEVELOPMENT
 573 Woodland Lane
 Fort Lauderdale, FL 33309
 Phone: (954) 767-7400
 Fax: (954) 767-7401



IRRIGATION LEGEND

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□	1086" PIPING
□	1092" PIPING
□	1098" PIPING
□	1104" PIPING
□	1110" PIPING
□	1116" PIPING
□	1122" PIPING
□	1128" PIPING
□	1134" PIPING
□	1140" PIPING
□	1146" PIPING
□	1152" PIPING
□	1158" PIPING
□	1164" PIPING
□	1170" PIPING
□	1176" PIPING
□	1182" PIPING
□	1188" PIPING
□	1194" PIPING
□	1200" PIPING

- NOTES**
1. THIS PLAN IS BASED UPON THE SURVEY AND FIELD DATA PROVIDED BY THE CLIENT AND THE DESIGNER HAS NOT CONDUCTED A FIELD SURVEY TO VERIFY THE ACCURACY OF THE DATA PROVIDED.
 2. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE EXISTING CONDITIONS.
 3. THE PLAN IS PROVIDED AS A GENERAL GUIDE ONLY AND IS NOT TO BE USED AS A CONTRACT DOCUMENT.
 4. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 5. THE DESIGNER HAS CONDUCTED VISUAL INSPECTIONS OF THE SITE AND HAS OBSERVED THE EXISTING CONDITIONS.
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**COLONY POINTE
PHASE TWO LANDSCAPE PLAN**



IVORY DEVELOPMENT
 573 Woodland Lane
 Oak Lake, WI 53091
 (262) 767-7800

IRRIGATION PLAN

DATE	11/27/25
SCALE	1" = 4'

Exhibit "D"
(5 pages)

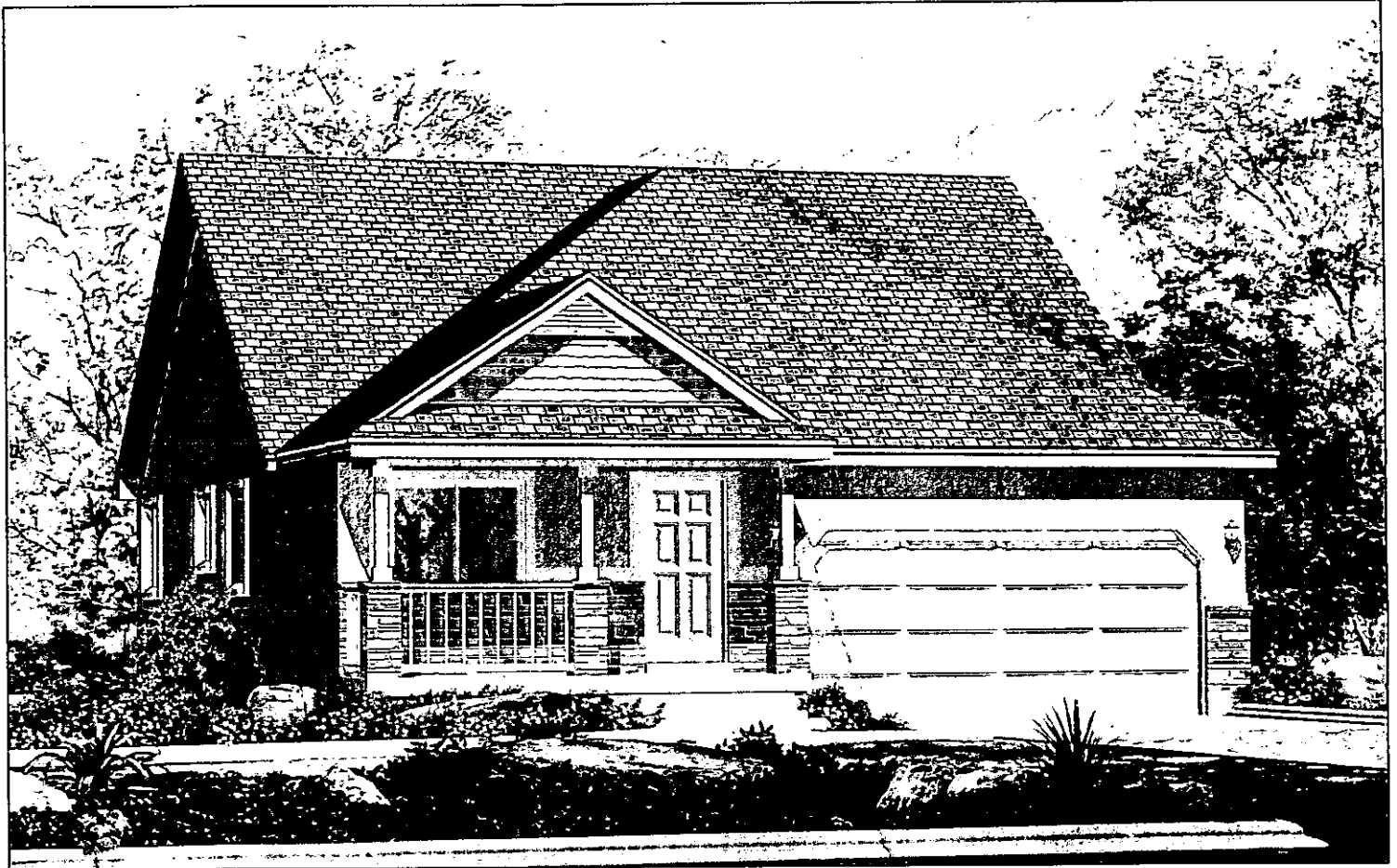
SEQUOIA



PUD ARCHITECTURAL FEATURES

- 1 - FRONT PORCH
- 2 - DECORATIVE GABELS
- 3 - ARCHITECTURAL GRADE SHINGLES
- 4 - RECESSED GARAGE
- 5 - FEATURE WINDOW
- 6 - DECORATIVE WINDOW TRIM
- 7 - OVERSIZED WINDOW
- 8 - DECORATIVE RAILINGS

YOSEMITE



PUD ARCHITECTURAL FEATURES

- 1 - FRONT PORCH
- 2 - HIP ROOF
- 3 - ARCHITECTURAL GRADE SHINGLES
- 4 - OPTIONAL BAY WINDOW ON SIDE OF HOUSE
- 5 - 8/12 ROOF PITCH WITH 2'X6' FACIA
- 6 - DECORATIVE WINDOW TRIM
- 7 - RECESSED GARAGE
- 8 - DECORATIVE RAILINGS

SUN VALLEY



PUD ARCHITECTURAL FEATURES

- 1 - FRONT PORCH
- 2 - DECORATIVE GABELS
- 3 - ARCHITECTURAL GRADE SHINGLES
- 4 - CANTILEVERS "POP OUTS"
- 5 - FEATURE WINDOW
- 6 - DECORATIVE WINDOW TRIM
- 7 - OVERSIZED WINDOW
- 8 - DECORATIVE RAILINGS

ALPINE



PUD ARCHITECTURAL FEATURES

- 1 - FRONT PORCH
- 2 - DECORATIVE GABLES
- 3 - ARCHITECTURAL GRADE SHINGLES
- 4 - CANTILEVERS 'POP OUTS'
- 5 - ARCHED WINDOWS
- 6 - DECORATIVE WINDOW TRIM
- 7 - OVERSIZED WINDOW
- 8 - DECORATIVE RAILINGS

CATANIA



PUD ARCHITECTURAL FEATURES

- 1 - HIP ROOF
- 2 - DECORATIVE GABELS
- 3 - ARCHITECTURAL GRADE SHINGLES
- 4 - BAY WINDOW
- 5 - 8/12 ROOF PITCH
- 6 - DECORATIVE WINDOW TRIM
- 7 - OVERSIZED WINDOW
- 8 - FEATURE WINDOW