

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

This Development Agreement is entered into as of this 10th day of May, 2006, by and among the owners and developers of the Jordan Willows Subdivision, Phase II, Plat M, (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 70 lot Planned Residential Design Project designated as Jordan Willows Subdivision, Phase II, Plat M, 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 M, 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 M, 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 M.

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: _____
By: _____
Its: _____

Jordan Willows Subdivision, Phase II, Plat M
Fieldstone Homes Utah, LLC
By: Fieldstone Communities, LLC.

Its: Managing Member
By: _____
Its: Assistant Secretary

ACKNOWLEDGMENT

STATE OF UTAH

S.S.

COUNTY OF UTAH

On the 10th day of May 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: 2/3/09

NOTARY PUBLIC

Dated: 5/10/06

Lehi City Corporation



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

Attest:
Connie Ashton
Connie Ashton, City Recorder



SURVEYOR'S CERTIFICATE
 I, _____ DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD CERTIFICATE NO. _____ IN ACCORDANCE WITH TITLE 58, CHAPTER 22, OF UTAH STATE CODE. I FURTHER CERTIFY BY AUTHORITY OF THE OWNERS, THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAN IN ACCORDANCE WITH SECTION 17-23-17, OF SAID CODE, AND HAVE SUBMITTED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS, AND THE SAME HAS OR WILL BE, CORRECTLY SURVEYED, STAKED, AND MONUMENTED ON THE GROUND AS SHOWN ON THIS PLAN, AND THAT THIS PLAN IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION
 BEGINNING AT A POINT LOCATED N89°51'12"E ALONG THE 1/4 SECTION LINE 34.56 FEET AND SOUTH 20.50 FEET FROM THE WEST 1/4 CORNER OF SECTION 13, T5S, R16E, THENCE:

COURSE	DISTANCE	REMARKS
S44°48'00"E	306.34	ALONG LOT 297 PLAT "I"
S45°18'18"W	437.62	
S67°20'00"W	100.15	
S31°14'30"W	158.50	
S73°18'30"E	72.72	
N77°23'30"E	105.00	
N39°24'40"E	445.36	
S44°43'42"E	262.82	
S44°21'43"W	518.70	
S72°32'36"E	329.86	
S32°17'25"E	78.60	
S41°47'00"E	31.24	
S42°27'30"E	130.12	
N50°12'35"W	200.01	
N39°47'25"E	5.43	
N49°47'09"W	100.00	
S39°47'25"W	118.71	
N63°16'44"W	147.62	
WEST	72.72	
N82°27'48"E	454.12	
S90°28'03"E	61.28	
N2°49'15"W	100.00	
N2°28'20"E	56.01	
N33°30'37"E	103.53	
S74°08'42"E	140.18	
ALONG M. ABC	1-10.89	R=472.00 Δ=1703.45 CHORD S14°56'49"W 16.99 (RADIUS BEARS 574°0'10"E)
S76°06'00"E	100.51	
N71°12'11"E	21.81	
N22°04'31"E	83.67	
N77°02'26"E	65.33	
N45°16'10"E	208.00	
N44°45'42"E	18.65	
N45°18'10"E	154.17	TO THE POINT OF BEGINNING

CONTAINS 17.72 ACRES

BASIS OF BEARING: N89°51'12"E ALONG THE 1/4 SECTION LINE FROM THE WEST 1/4 CORNER TO THE EAST 1/4 CORNER OF SECTION 13, T5S, R16E

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DATE _____ SURVEYOR (See Seal Below)

ACKNOWLEDGEMENT

STATE OF UTAH S.S.
 COUNTY OF UTAH

ON THE _____ DAY OF _____, A.D. 20____ PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DO EXECUTE THE SAME

MY COMMISSION EXPIRES _____ A NOTARY PUBLIC COMMISSIONED IN UTAH
 MY 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 DIVIDED FOR PUBLIC PURPOSES FOR THE PERPETUAL USE OF THE PUBLIC THIS _____ DAY OF _____, A.D. 20____

APPROVED BY MAYOR _____

APPROVED _____ ENGINEER (See Seal Below) ATTEST _____ CLERK - RECORDER (See Seal Below)

BOARD OF HEALTH

APPROVED SUBJECT TO THE FOLLOWING CONDITIONS _____

CITY-COUNTY HEALTH DEPARTMENT

PLANNING COMMISSION APPROVAL

APPROVED THIS _____ DAY OF _____, A.D. 20____ BY THE PLANNING COMMISSION

DIRECTOR-SECRETARY _____ CHAIRMAN, PLANNING COMMISSION

PLAT "M"

JORDAN WILLOWS II
 A PLANNED RESIDENTIAL DEVELOPMENT

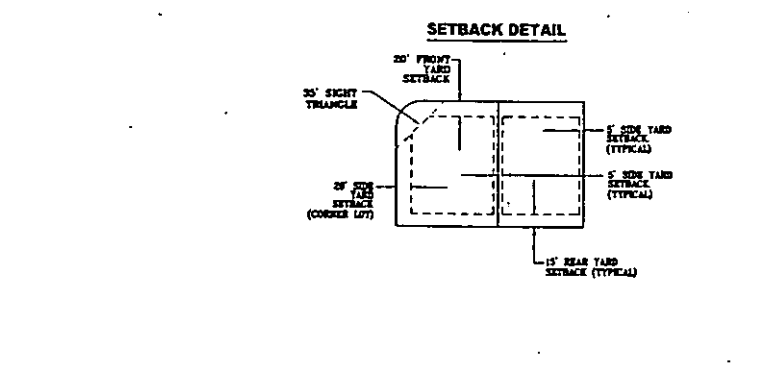
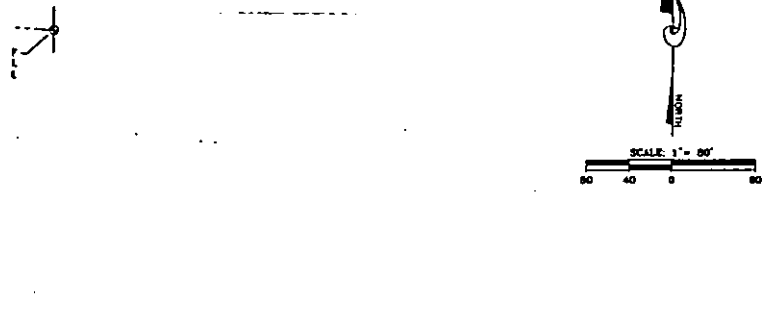
LEHI _____ UTAH COUNTY, UTAH

SCALE 1" = 80 FEET

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

Exhibit "A"

This form approved by Utah County and the undersigned thereon.



LINE TABLE

LINE	LENGTH	BEARING
L1	11.93	S12°23'27"W
L2	17.86	N77°23'35"E
L3	13.59	S72°09'26"W
L4	18.26	N28°24'30"W

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CURVE	RADIUS	DELTA	LENGTH	CHORD	
C1	528.00	750.31	78.32	S14°31'53"E 73.28	C51	471.39	110°15'20"	84.39	S11°45'00"E 84.28	
C2	15.00	6927.33	22.37	S50°00'14"W 20.26	C52	471.39	120°43'	77.86	S21°06'21"E 77.86	
C3	15.00	6927.33	22.37	M4°2'18"W 20.26	C53	471.48	124°13'	79.56	S31°10'05"E 79.47	
C4	15.00	110228.43	36.76	N31°24'24"E 28.24	C54	471.31	148°30'	72.06	S40°22'14"E 71.89	
C5	15.00	110228.43	36.79	N31°14'28"E 28.24	C55	479.72	150°32'	41.53	S45°15'47"E 41.53	
C6	41.00	129718.29	308.87	S43°28'27"E 82.79	C56	247.00	170°12'	62.86	S37°45'18"E 62.87	
C7	528.00	3753.87	349.62	S12°54'48"E 243.78	C57	247.00	173°38'	57.72	S30°07'31"E 57.72	
C8	500.00	6244.88	973.70	S12°54'48"E 542.74	C58	247.00	173°38'03"	78.62	S30°07'31"E 78.72	
C9	472.00	6744.28	941.87	S12°54'48"E 518.35	C59	247.00	173°41'	44.66	S30°08'53"E 44.62	
C10	15.00	8934.29	83.45	S04°24'53"E 21.13	C60	303.00	174°43'	23.33	N68°08'53"E 23.33	
C11	15.00	8934.29	83.47	S04°09'08"E 21.29	C61	236.50	174°47'39"	65.74	N78°35'17"E 65.24	
C12	15.00	8934.29	83.47	S04°09'08"E 21.13	C62	303.00	175°20'38"	65.28	N68°24'40"E 65.15	
C13	15.00	8934.29	83.47	N59°30'00"E 21.23	C63	303.00	175°20'38"	65.06	N52°10'50"E 65.06	
C14	247.00	4833.48	208.36	S24°04'18"E 203.14	C64	303.00	175°20'38"	14.60	N48°44'31"E 14.59	
C15	273.00	4833.48	233.09	S24°04'18"E 228.17	C65	247.00	175°20'38"	72.86	N32°49'39"E 72.70	
C16	303.00	17407.48	82.82	S47°37'48"E 82.86	C66	247.00	175°22'15"	70.57	N19°28'25"E 70.33	
C17	15.00	8934.29	82.88	N11°46'13"E 20.73	C67	247.00	175°41'48"	46.11	N33°00'20"E 46.04	
C18	247.00	11312.28	149.89	N37°41'31"E 49.89	C68	303.00	175°47'39"	14.02	S37°01'41"E 14.82	
C19	273.00	11312.28	81.62	S39°39'54"E 89.72	C69	303.00	175°47'39"	77.44	S78°23'51"E 77.22	
C20	303.00	12356.27	66.29	S39°39'54"E 89.72	C70	303.00	175°47'39"	131.74	S32°28'28"E 131.81	
C21	15.00	7823.05	80.83	S39°43'53"E 18.89	C71	247.00	175°47'39"	118.84	S12°28'55"E 117.81	
C22	303.00	17172.29	81.44	S78°43'24"E 81.11	C72	247.00	175°47'39"	74.66	S17°52'17"E 74.40	
C23	273.00	6258.20	211.15	N68°24'28"E 208.00	C73	247.00	175°47'39"	50.84	S41°45'44"E 50.85	
C24	247.00	6258.20	188.83	N68°24'28"E 185.62	C74	303.00	175°47'39"	52.00	S31°59'15"E 52.00	
C25	303.00	6258.20	188.83	N68°24'28"E 185.62	C75	303.00	175°47'39"	81.63	S21°14'02"E 81.44	
C26	303.00	6258.20	188.83	N68°24'28"E 185.62	C76	303.00	175°47'39"	81.63	S21°14'02"E 81.44	
C27	273.00	6258.20	188.83	N68°24'28"E 185.62	C77	303.00	175°47'39"	81.63	S21°14'02"E 81.44	
C28	247.00	6258.20	188.83	N68°24'28"E 185.62	C78	303.00	175°47'39"	81.63	S21°14'02"E 81.44	
C29	15.00	6258.20	188.83	N68°24'28"E 185.62	C79	303.00	175°47'39"	81.63	S21°14'02"E 81.44	
C30	61.00	18230.28	184.64	N09°54'31"E 131.88	C80	303.00	175°47'39"	81.63	S21°14'02"E 81.44	
C31	15.00	4747.91	11.89	N37°37'19"E 11.87	C81	434.48	175°47'39"	56.43	S35°15'33"E 56.29	
C32	15.00	4747.91	11.89	N09°54'31"E 21.43	C82	303.28	174°48'	19.85	S41°25'51"E 19.85	
C33	528.00	11312.28	161.13	S42°24'39"E 154.13	C83	61.00	20°43'43"	32.72	N78°47'53"E 32.32	
C34	527.75	11312.28	161.13	S42°24'39"E 154.13	C84	61.00	20°43'43"	60.38	N32°14'22"E 57.95	
C35	523.98	11312.28	161.13	S42°24'39"E 154.13	C85	61.00	20°43'43"	60.38	S41°28'50"E 58.62	
C36	528.98	11312.28	161.13	S42°24'39"E 154.13	C86	61.00	20°43'43"	40.19	N71°30'51"E 39.49	
C37	527.33	11312.28	161.13	S42°24'39"E 154.13	C87	303.00	174°20'	17.30	S41°25'23"E 17.30	
C38	528.00	11312.28	161.13	S42°24'39"E 154.13	C88	303.00	174°20'	65.61	S49°15'58"E 65.49	
C39	60.98	17200.21	232.84	S37°34'37"E 87.78	C89	275.00	174°20'	113.44	S31°20'28"E 113.64	
C40	60.98	17200.21	232.84	S37°34'37"E 87.78	C90	275.00	174°20'	24°05'42"	118.65	S79°55'22"E 118.71
C41	61.02	44392.18	47.22	S32°36'28"E 48.02	C91	300.00	174°20'	23.86	N40°05'40"E 23.84	
C42	61.06	3747.14	42.40	S78°04'18"E 41.85	C92	300.00	174°20'	32.61	S41°28'00"E 32.67	
C43	61.07	3747.14	42.40	S78°04'18"E 41.85	C93	272.00	174°20'	32.61	N40°05'40"E 32.69	
C44	61.01	3747.14	42.40	S78°04'18"E 41.85	C94	326.00	174°20'	31.89	S32°44'00"E 32.11	
C45	500.00	4720.01	35.42	S42°36'27"E 35.42	C95	326.00	174°20'	32.12	S42°44'00"E 32.11	
C46	500.00	4720.01	35.42	S12°54'37"E 35.42	C96	326.00	174°20'	47.02	S41°28'00"E 46.89	
C47	500.00	4720.01	35.42	S12°54'37"E 35.42	C97	326.00	174°20'	39.32	N40°05'40"E 39.30	
C48	487.78	4720.01	35.42	S12°54'37"E 35.42	C98	272.00	174°20'	39.32	S41°28'00"E 39.30	
C49	471.47	4720.01	35.42	S12°54'37"E 35.42	C99	272.00	174°20'	39.32	S41°28'00"E 39.30	
C50	471.58	10750.12	88.19	S01°12'54"E 89.05	C100	272.00	174°20'	39.32	S41°28'00"E 39.30	

OWNER'S DEDICATION

I, _____ DO HEREBY CERTIFY THAT WE, ALL OF THE UNDERSIGNED OWNERS OF ALL OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S 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 THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF I HAVE HERETOFORE SET OUR HANDS THIS _____ DAY OF _____, A.D. 20____

BY: _____
 ITS: DIVISION MANAGER

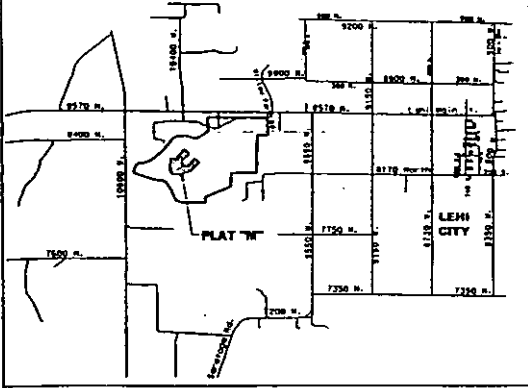
BY: _____
 ITS: ASSISTANT SECRETARY

FIELDSTONE HOMES UTAH, LLC
 A UTAH LIMITED LIABILITY COMPANY

BY: FIELDSTONE COMMUNITY, INC.
 A CALIFORNIA CORPORATION, ITS MANAGING MEMBER

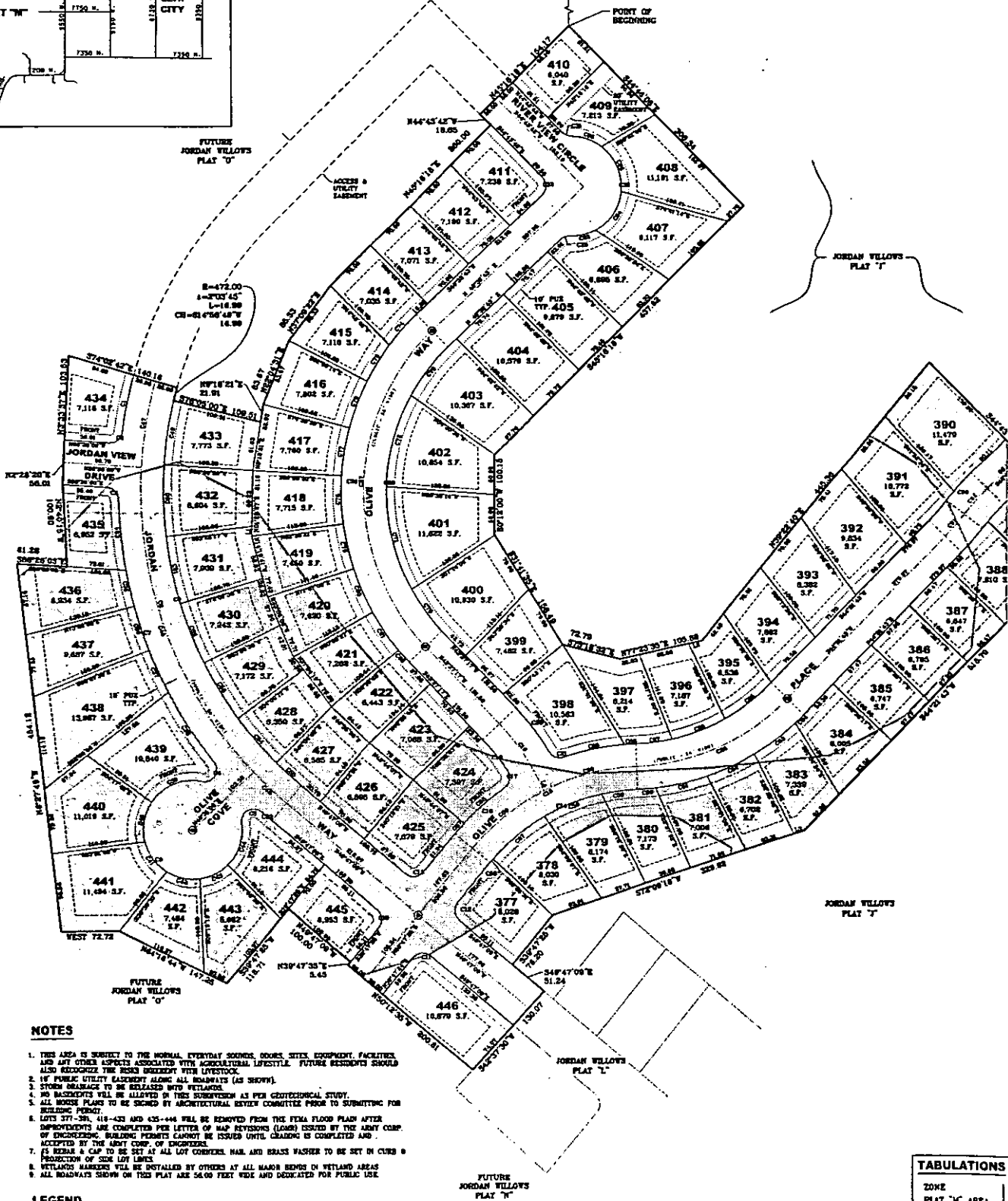
(OPTIONAL) SEE 1
 TS/MSB
 REVISION LIST
 1-07-14
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VICINITY MAP



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NORTHWEST CORNER OF SECTION 13, T33, R1V, S184M
1991 COUNTY MONUMENT
WEST 1/4 CORNER OF SECTION 13, T33, R1V, S184M



NOTES

1. THIS AREA IS SUBJECT TO THE NORMAL EVERYDAY SOILS, DROPS, SITES, EQUIPMENT, FACILITIES, AND ANY OTHER ASPECTS ASSOCIATED WITH AGRICULTURAL LIFESTYLE. FUTURE RESIDENTS SHOULD ALSO RECOGNIZE THE RISK OF EXCESSIVE FLOODING.
2. 16" PUBLIC UTILITY EASEMENT ALONG ALL ROADWAYS (AS SHOWN).
3. STORM DRAINAGE TO BE RELEASED INTO WETLANDS.
4. NO BASEMENTS WILL BE ALLOWED IN THIS SUBDIVISION AS PER GEOTECHNICAL STUDY.
5. ALL MOORE PLANS TO BE SIGNED BY ARCHITECTURAL REVIEW COMMITTEE PRIOR TO SUBMITTING FOR BUILDING PERMIT.
6. LOTS 377-380, 418-421 AND 435-444 WILL BE REMOVED FROM THE FEMA FLOOD PLAIN AFTER IMPROVEMENTS ARE COMPLETED PER LETTER OF MAP REVISIONS (LOMR) ISSUED BY THE ARMY CORP. OF ENGINEERING. BUILDING PERMITS CANNOT BE ISSUED UNTIL GRADING IS COMPLETED AND ACCEPTED BY THE ARMY CORP. OF ENGINEERS.
7. 1/2" REBAR & CAP TO BE SET AT ALL LOT CORNERS. NAIL AND BRASS WASHER TO BE SET IN CURB & PROTECTION OF SIDE LOT LINES.
8. WETLANDS MARKERS WILL BE INSTALLED BY OTHERS AT ALL MAJOR BENDS IN WETLAND AREAS.
9. ALL ROADWAYS SHOWN ON THIS PLAN ARE 56.00 FEET WIDE AND DEDICATED FOR PUBLIC USE.

LEGEND

- (R) — RADIAL
- TYPE B (ALUMINUM CAP AND REBAR) MONUMENT TO BE SET.
- WETLANDS (LOCATION PER DELINEATION PREPARED BY PCPC INC.)
- FLOOD PLAIN (APPROXIMATE LOCATION (DOTTED) PER FEMA F.I.R.M. MAP)

TABULATIONS

ZONE	PLAT "M" AREA	# OF LOTS	TOTAL DENSITY

* VERTICAL DELAY: 11
GIVEN FOR DESIGNATION 1
AND OFFSET ROAD CORNER
(FROM USER)



Consulting Engineers
and Surveyors, Inc.
3302 No. Main St.
Spanish Fork, UT 84660
801-794-0555
Fax 801-798-9393

Exhibit "B"

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April 13, 2006

**DECLARATION OF INCLUSION OF PLAT M 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 13th day of April, 2006, by ENT 71985:2006 PG 9 of 22

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 M Property") located in Utah County, Utah, and known as Jordan Willows Development, Plat M, lots 377 to 446:
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 M Property, to the terms of the CC&R's.

D. Declarant is now prepared to develop the Plat M Property and wishes to subject the Plat M 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 377 to 446 within the Plat M 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.

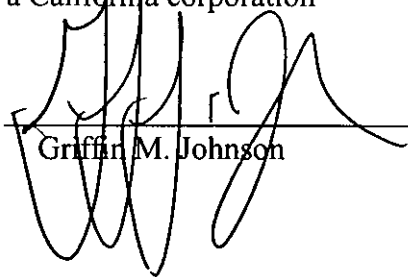
COVENANTS. CONDITIONS AND RESTRICTIONS

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 M 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 M Property to all of the rights, obligations, covenants, conditions and restrictions set forth in the CC&R's as if the Plat M Property were originally subject to the CC&R's at the time of its recording.

Executed on the date stated above.

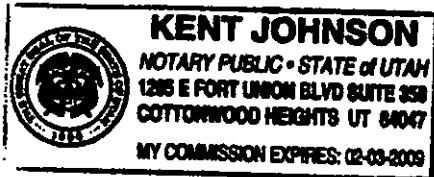
FIELDSTONE HOMES UTAH, L.L.C., A UTAH LIMITED LIABILITY COMPANY

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

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LEGAL DESCRIPTION

**LOTS 377 THROUGH 446 OF PLAT "M"
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.

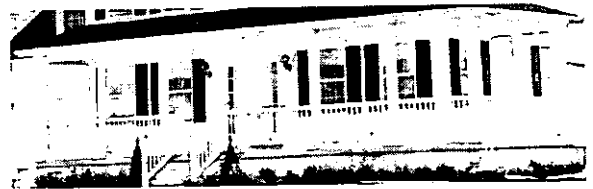
E. Architectural Features. The following architectural features are required for each home within a PRD based on the type of exterior materials used. Houses using siding (vinyl, aluminum, or other) as the exterior material must incorporate at least 12 of the following architectural features in their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

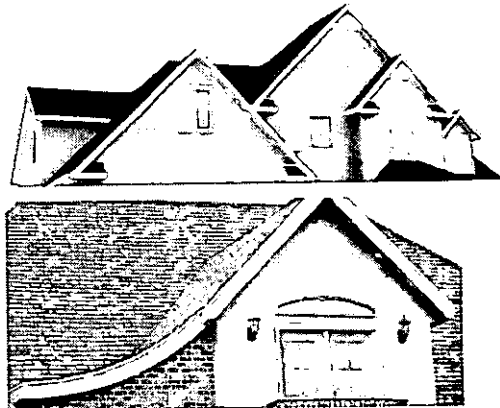
1. Front Porch (must be at least 4' wide and 4' long - landings and stoops do not count).



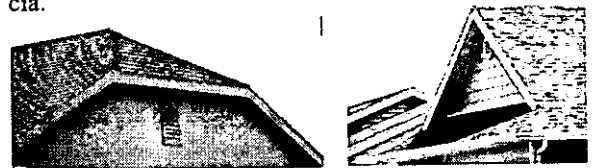
2. Wrap around porch.



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



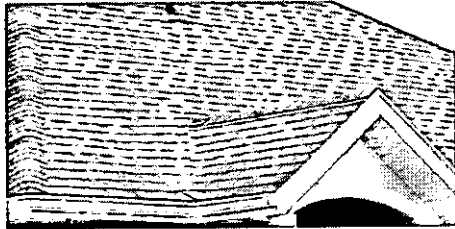
4. Hip roof or Dutch hip roof with 2' x 6' fascia.



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



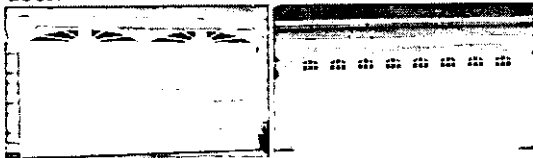
6. Architectural grade asphalt shingles and wood or simulated wood shake shingles.



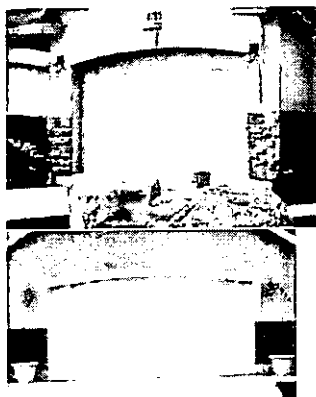
7. Wood or simulated wood garage door.



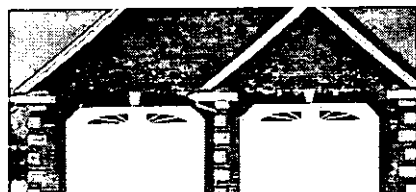
8. Decorative valance windows in garage door.



9. Arched garage door entry.



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



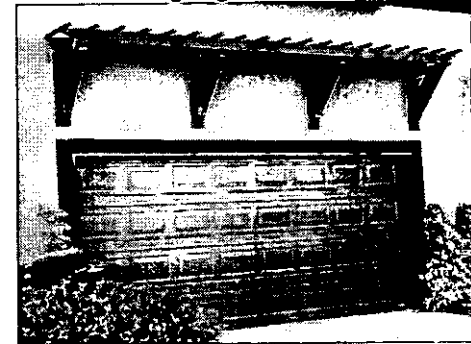
11. Side entry garage with windows in the exterior garage wall that faces the front yard.



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.



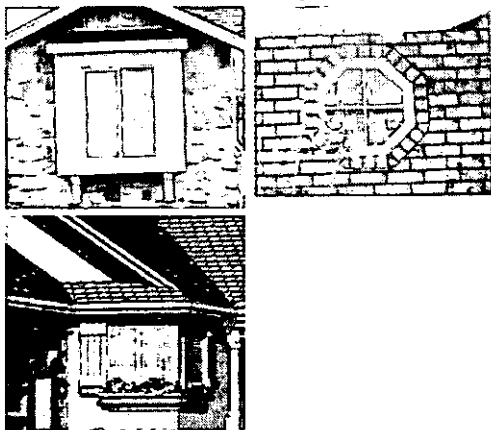
15. Decorative front door including wood or simulated wood doors and doors with etched or stain glass windows.



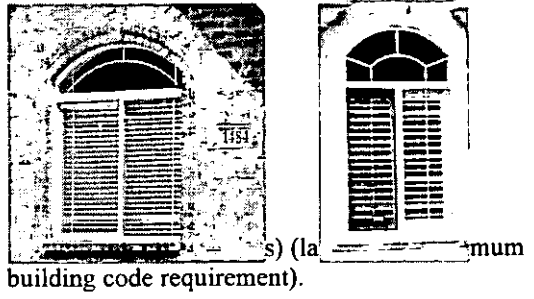
16. Bay or bow window.



17. Oval, octagon or other feature window.



18. Arched window.



s) (la - mum building code requirement).



20. Decorative Window trim.

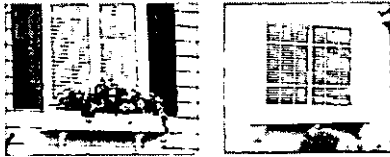


21. Decorative shutters and window mullions for all street-facing windows (styles other than standard vinyl rectangular shutters are encouraged).



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



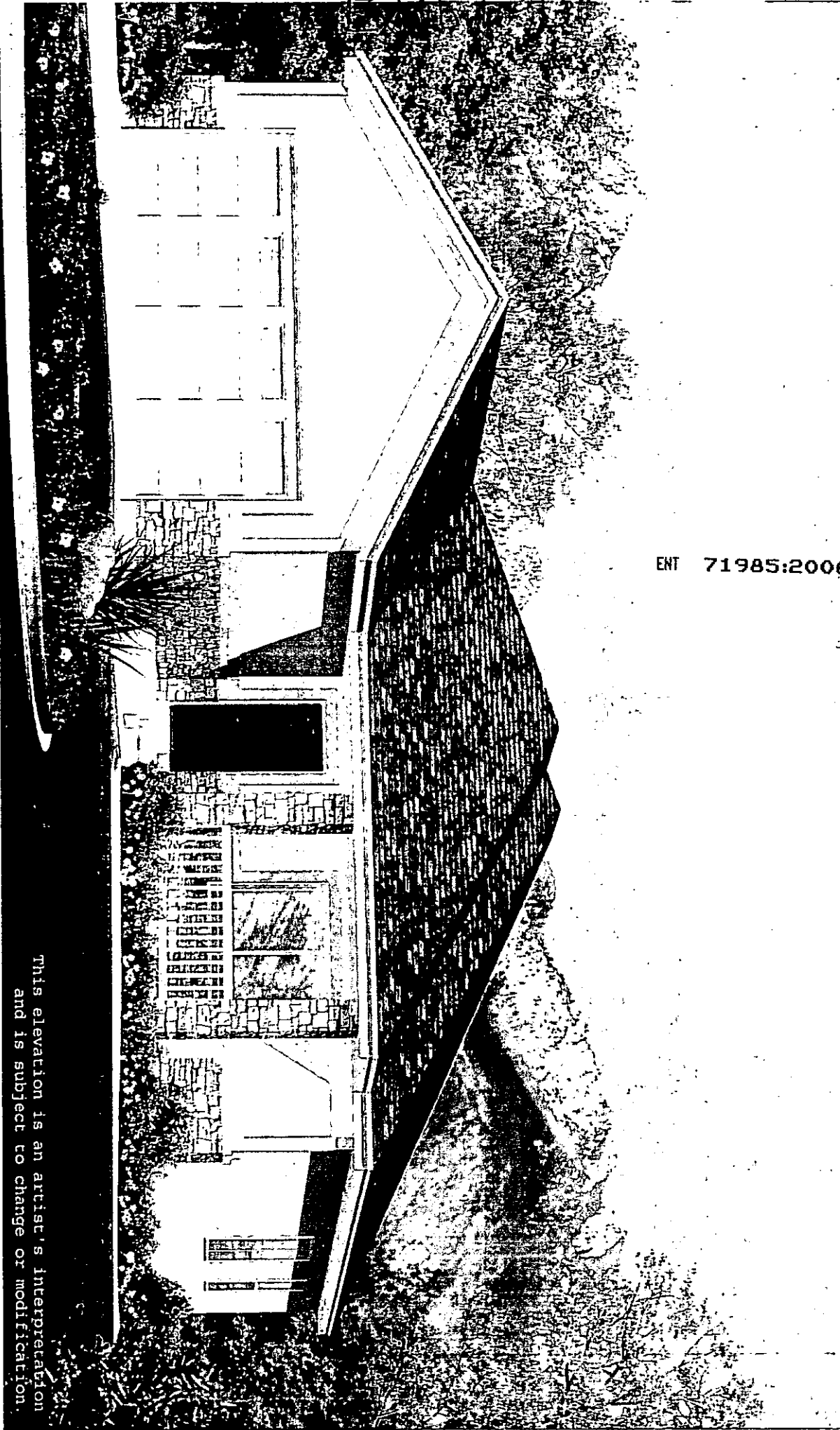
Section 16.060. Combined Planned Residential Development and Subdivision Applications Permitted.

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.

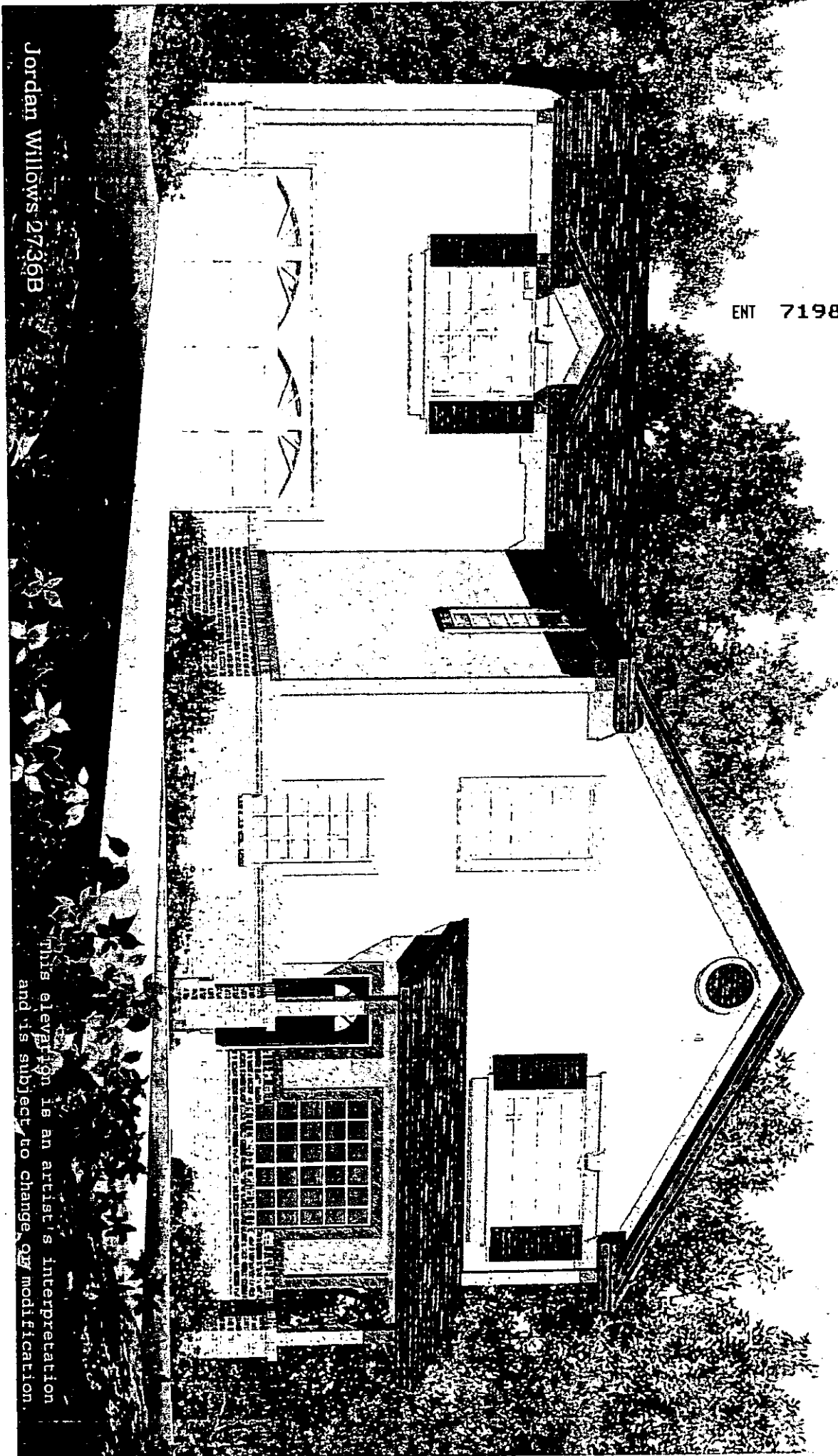
Planned Residential Developments (PRDs) are to be reviewed in a three-step process – Concept Plan, Preliminary Plat and Final Plat

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 specifications and requirements that may be required



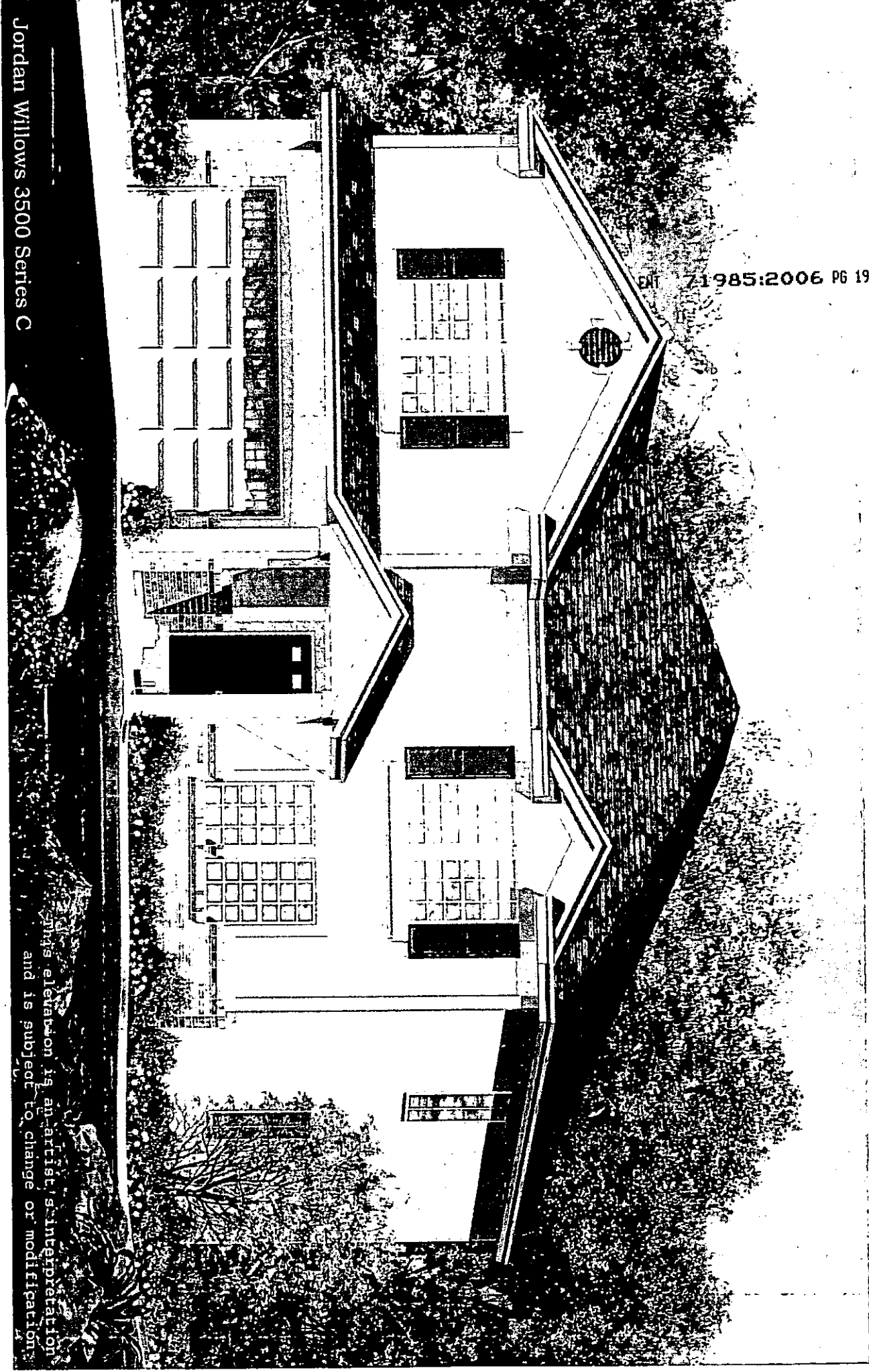
ENT 71985:2006 PG 17 of 22

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



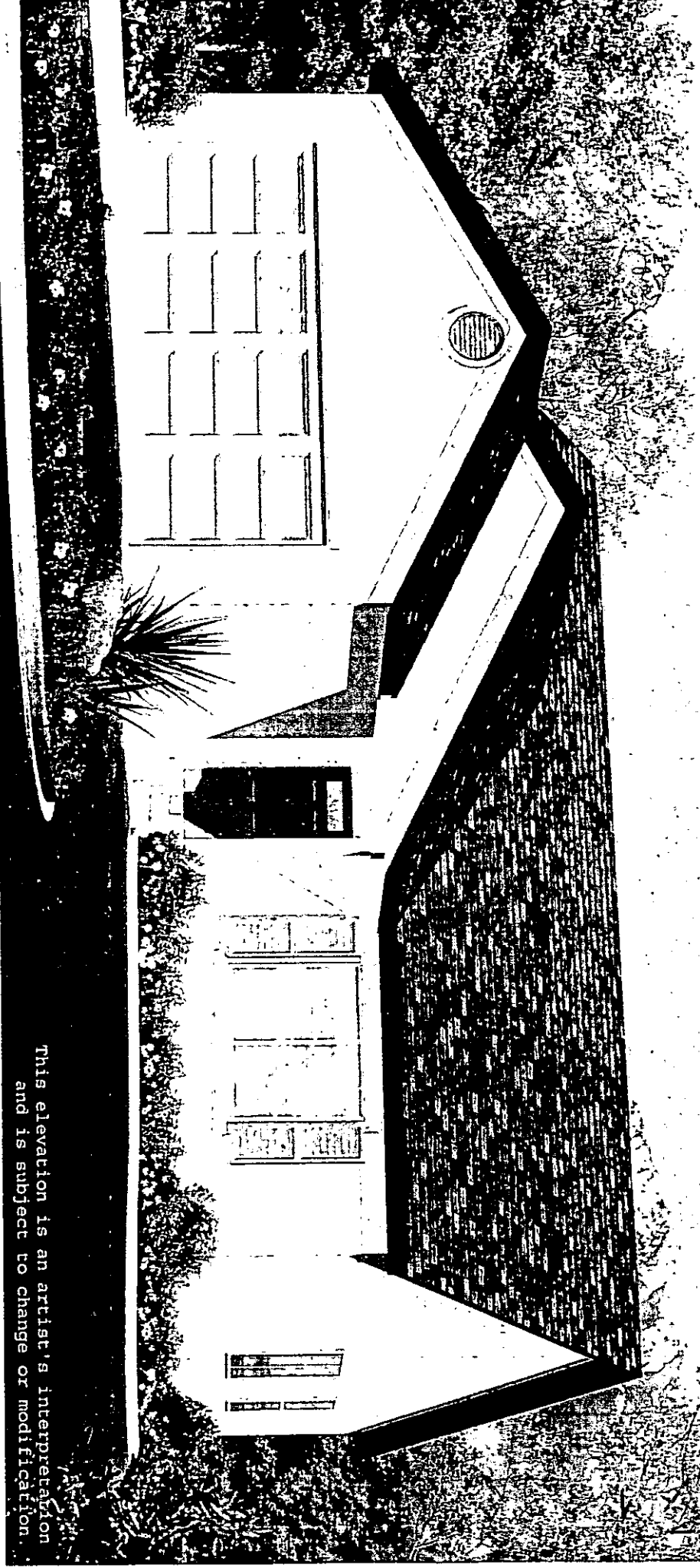
Jordan Willows 2736B

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



Jordan Willows 3500 Series C

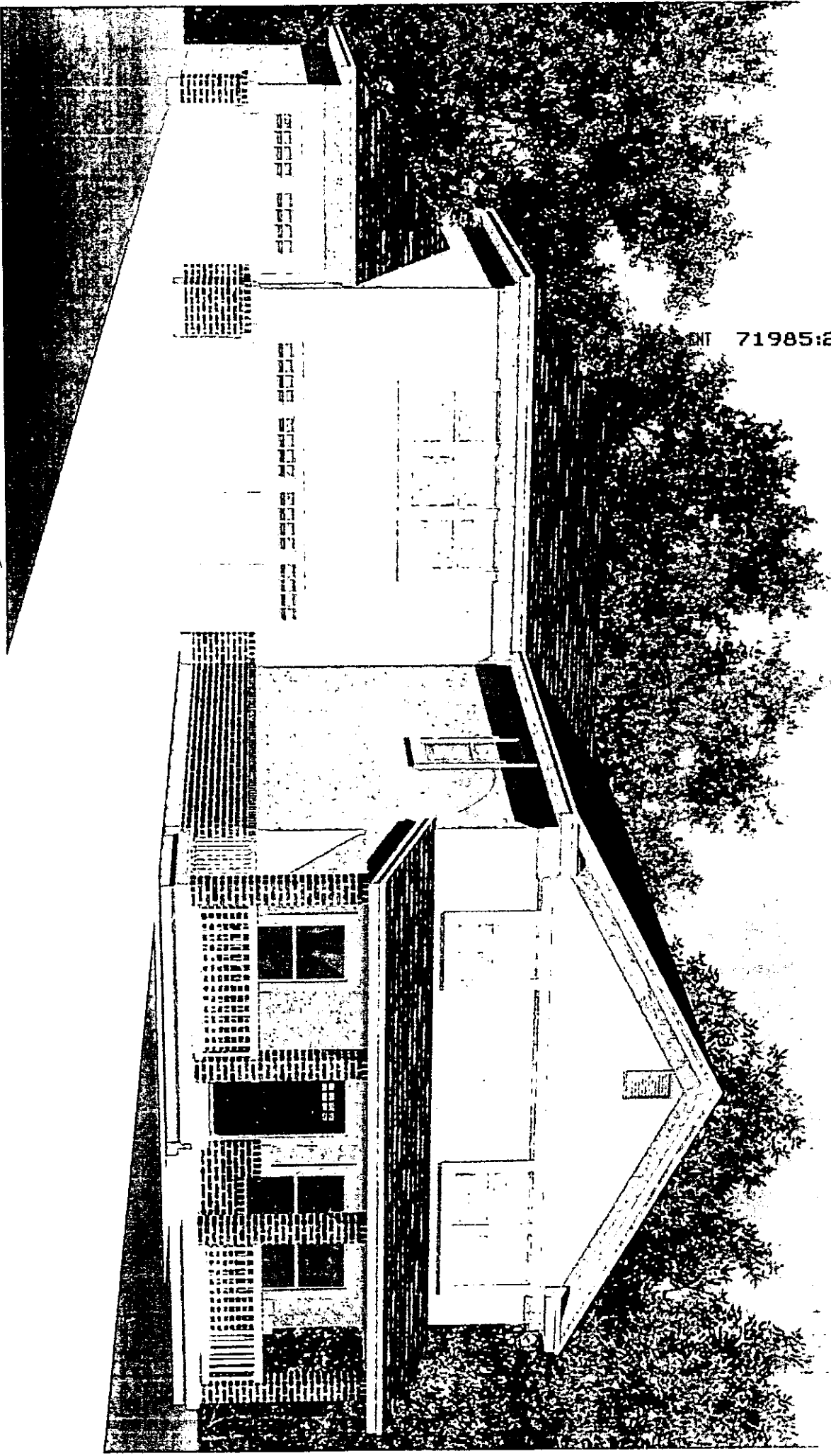
This elevation is an artist's interpretation and is subject to change or modification.



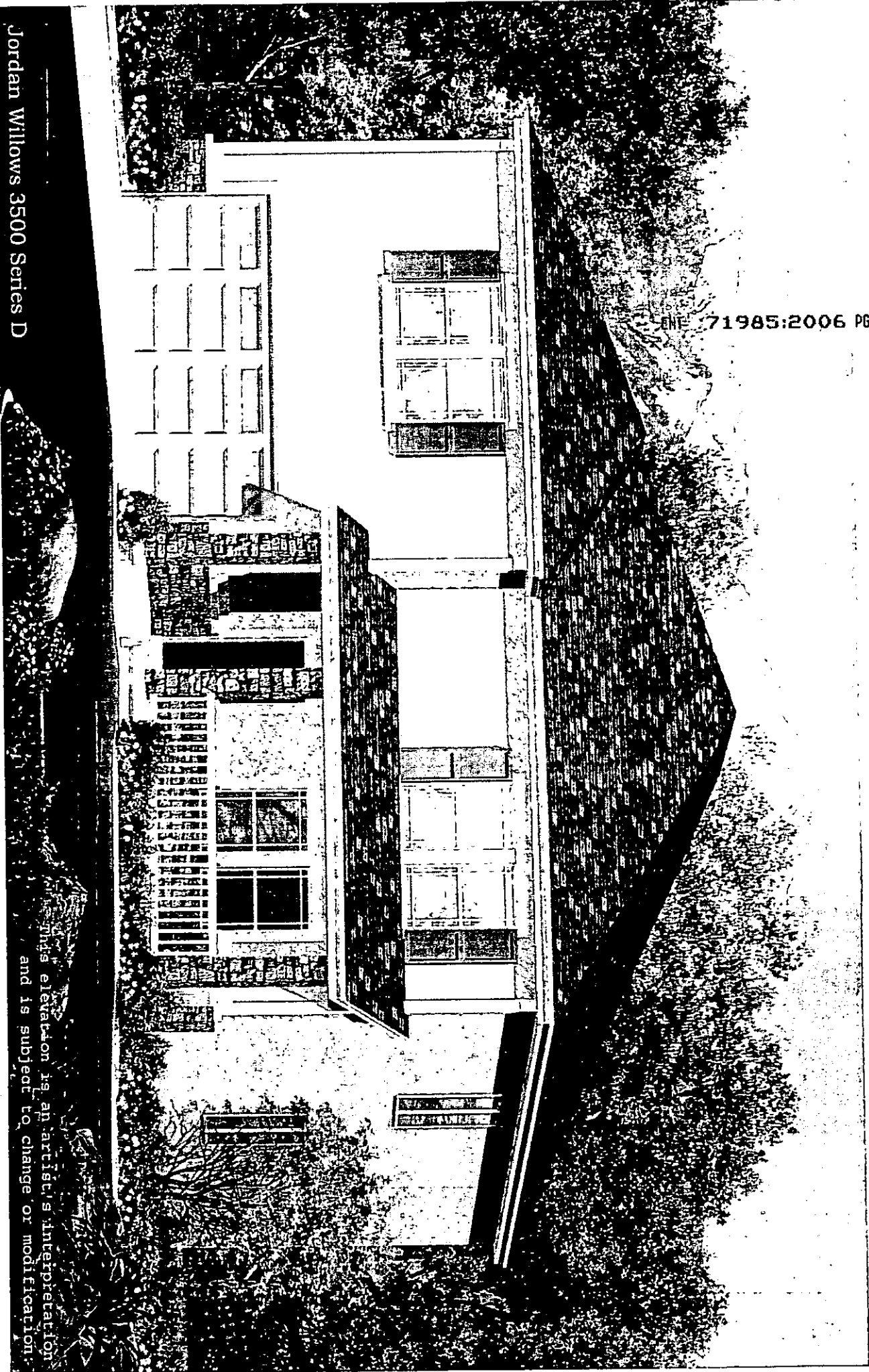
ENT 71985:2006 PG 20 of 22

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

JW2 2736 ELEVATION "E" 3-CAR GARAGE



Jordan Willows 3500 Series D



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