B 1 (Official Form 1) (1/08)

United States Bankruptcy Court
District of Delaware

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle): Fairfield Residential LLC	Name of Joint Debtor (Spouse) (Last. First. Middle):
All Other Names used by the Debtor in the last 8 years (include married. maiden, and trade names):	All Other Names used by the Joint Debtor in the last 8 years (include married. maiden, and trade names):
Last four digits of Soc Sec or Indvidual-Taxpayer I D (ITIN) No /Complete EIN (if more than one, state all): 33-0778277	Last four digits of Soc Sec or Indvidual-Taxpayer I D (ITIN) No /Complete EIN (if more than one, state all):
Street Address of Debtor (No and Street, City, and State): 5510 Morehouse Drive, Suite 200 San Diego, CA ZIP CODE 92121	Street Address of Joint Debtor (No and Street, City, and State): ZIP CODE
County of Residence or of the Principal Place of Business: San Diego	County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): c/o Paul, Hastings, Janofsky & Walker LLP 191 N. Wacker Dr., 30th Floor, Chicago, IL ZIP CODE 60606	Mailing Address of Joint Debtor (if different from street address): ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above): ZIP CODE	

Type of Debtor
(Form of Organization)
(Check one box)

- ☐ Individual (includes Joint Debtors)
  See Exhibit D on page 2 of this form
- ☑ Corporation (includes LLC and LLP)
- ☐ Partnership
- ☐ Other (If debtor is not one of the above entities, check this box and state type of entity below)

Nature of Business
(Check one box)

- ☐ Health Care Business
- ☐ Single Asset Real Estate as defined in 11 U S C § 101(51B)
- ☐ Railroad
- ☐ Stockbroker
- ☐ Commodity Broker
- ☐ Clearing Bank
- ☑ Other

Tax-Exempt Entity
(Check box, if applicable)

- ☐ Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code)

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- ☐ Chapter 7
- ☐ Chapter 9
- ☑ Chapter 11
- ☐ Chapter 12
- ☐ Chapter 13
- ☐ Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- ☐ Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts
(Check one box)

- ☐ Debts are primarily consumer debts, defined in 11 U S C § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- ☑ Debts are primarily business debts

Filing Fee (Check one box)

- ☑ Full Filing Fee attached
- ☐ Filing Fee to be paid in installments (applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments Rule 1006(b) See Official Form 3A
- ☐ Filing Fee waiver requested (applicable to chapter 7 individuals only) Must attach signed application for the court's consideration See Official Form 3B

Chapter 11 Debtors

Check one box:
- ☐ Debtor is a small business debtor as defined in 11 U S C § 101(51D)
- ☑ Debtor is not a small business debtor as defined in 11 U S C § 101(51D)

Check if:
- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,190.000

Check all applicable boxes:
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).

Statistical/Administrative Information

- ☑ Debtor estimates that funds will be available for distribution to unsecured creditors
- ☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

Estimated Number of Creditors

☐ 1-49	☐ 50-99	☐ 100-199	☑ 200-999	☐ 1,000-5,000	☐ 5,001-10,000	☐ 10,001-25,000	☐ 25,001-50,000	☐ 50,001- Over 100,000

Estimated Assets

☐ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☑ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☐ More than $1 billion

Estimated Liabilities

☐ $0 to $50,000	☐ $50,001 to $100,000	☐ $100,001 to $500,000	☐ $500,001 to $1 million	☐ $1,000,001 to $10 million	☐ $10,000,001 to $50 million	☐ $50,000,001 to $100 million	☐ $100,000,001 to $500 million	☐ $500,000,001 to $1 billion	☑ More than $1 billion

Voluntary Petition *(This page must be completed and filed in every case.)*	Name of Debtor(s): Fairfield Residential LLC	
All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet.)		
Location Where Filed: N/A	Case Number:	Date Filed:
Location Where Filed: N/A	Case Number:	Date Filed:
Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet.)		
Name of Debtor: See attached Rider 1	Case Number:	Date Filed:
District: District of Delaware	Relationship:	Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

☐ Exhibit A is attached and made a part of this petition

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter I further certify that I have delivered to the debtor the notice required by 11 U S C § 342(b)

X _____
Signature of Attorney for Debtor(s) (Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition

☑ No

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D)

☐ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition

Information Regarding the Debtor - Venue
(Check any applicable box)

☑ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District

☑ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District

☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District

Certification by a Debtor Who Resides as a Tenant of Residential Property
(Check all applicable boxes)

☐ Landlord has a judgment against the debtor for possession of debtor's residence (If box checked, complete the following)

_____
(Name of landlord that obtained judgment)

_____
(Address of landlord)

☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

☐ Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition

☐ Debtor certifies that he/she has served the Landlord with this certification (11 U S C § 362(l))

Voluntary Petition
(This page must be completed and filed in every case.)

Name of Debtor(s):
Fairfield Residential LLC

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U S C § 342(b)

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (if not represented by attorney)

_____
Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition

(Check only one box)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U S C § 1515 are attached

☐ Pursuant to 11 U S C § 1511, I request relief in accordance with the chapter of title 11 specified in this petition A certified copy of the order granting recognition of the foreign main proceeding is attached

X _____
(Signature of Foreign Representative)

_____
(Printed Name of Foreign Representative)

_____
Date

Signature of Attorney*

X Daniel J. DeFranceschi w/p LEK
Signature of Attorney for Debtor(s)
Daniel J. DeFranceschi, Esq.
Printed Name of Attorney for Debtor(s)
Richards, Layton & Finger, P.A.
Firm Name
One Rodney Square, 920 North King Street
Address Wilmington, Delaware 19801

(302) 651-7700
Telephone Number
12/13/09
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor

The debtor requests the relief in accordance with the chapter of title 11, United States Code, specified in this petition

X _____
Signature of Authorized Individual
Andrew Hinkelman
Printed Name of Authorized Individual
Chief Restructuring Officer
Title of Authorized Individual
12/11/09
Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U S C § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U S C §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U S C § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section Official Form 19 is attached

_____
Printed Name and title, if any, of Bankruptcy Petition Preparer

_____
Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social-Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer) (Required by 11 U S C § 110)

_____
Address

X _____

_____
Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social-Security number is provided above

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110, 18 U.S.C. § 156.

RIDER I

Pending Bankruptcy Cases Filed by the Debtor and Its Affiliates Each Concurrently Filed in the United States Bankruptcy Court for the District of Delaware

On the date of this petition, each of the affiliated entities listed below (including the debtor in this chapter 11 case) filed in this Court a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532. Contemporaneously with the filing of their petitions, such entities filed a motion requesting joint administration of their chapter 11 cases.

1. FF Development, Inc.
2. FF Properties, Inc.
3. FF Development L.P.
4. Fairview Residential LLC
5. FF Properties L.P.
6. FF Realty LLC
7. Fairfield Financial A LLC
8. FF Investments LLC
9. Fairview Investments LLC
10. Fairfield Affordable Housing LLC
11. Fairview Homes, Inc.
12. Fairview Residential L.P.
13. Fairview Residential WA LLC
14. Fairview Residential CA L.P.

CERTIFICATE

The undersigned, Andrew Hinkelman, Chief Restructuring Officer of Fairfield Residential LLC, a Delaware limited liability company (the "Company"), hereby certifies as follows:

I am the duly qualified and elected Chief Restructuring Officer and, as such, I have access to the records of the company, I am familiar with the facts herein certified and I am duly authorized to certify the same on behalf of the Company.

Attached hereto is a true, complete, and correct copy of the resolutions of the executive committee of the Company (the "Executive Committee"), duly adopted by written consent on December __, 2009, by those members of the Executive Committee who have been appointed by members of the Company owning in the aggregate two-thirds (2/3) of the Included Asset Percentage Interests (as defined in the operating agreement of the Company), in accordance with the operating agreement of the Company.

Such resolutions have not been amended, altered, modified, annulled, rescinded, revoked or repealed in any respect and are in full force and effect as of the date hereof. There exists no other subsequent resolution of the Executive Committee relating to the matters set forth in the resolutions at

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the 11th day of December, 2009.

Name: Andrew Hinkelman
Title: Chief Restructuring Officer

Gentlemen, please 'Respond to All' with your approval, disapproval, or comments/ concerns.

To: Members of the Executive Committee Appointed by Class A Members of Fairfield Residential LLC

Re: Filing bankruptcy petitions

Date: December 13, 2009

Pursuant to Section 6.2(b) of that certain Third Amended and Restated Operating Agreement of Fairfield Residential LLC, a Delaware limited liability company (the "Company") dated December 31, 2006, as amended by that certain First Amendment to Third Amended and Restated Operating Agreement of the Company dated August 10, 2007 (as amended, the "Operating Agreement") and the Executive Committee Meeting Rules of Procedure adopted by the Executive Committee, this email is a request for a vote of Executive Committee members. Each capitalized but undefined term used in this email shall have the meaning for that term set forth in the Operating Agreement.

TO VOTE IN FAVOR OF THE RESOLUTIONS BELOW, please reply to the sender of this email with the notation "Approved" or "Adopted" or a similar notation in the text message that accompanies this email. If you wish to vote "no", please reply to the sender of this email with the notation "Disapproved" or "I vote no" or a similar notation in the text message which accompanies this email. In either case, at the same time please forward a copy of your reply to the other Executive Committee members who are listed as addressees of this email. Your reply to the sender of this email voting (yes or no) will constitute your vote in favor of, or against, each of the following described matters, effective as of the first date set forth above;

WHEREAS, Section 6.2(b)(ii) of the Operating Agreement requires the affirmative vote or written consent of those members of the Executive Committee appointed by Class A Members (the "Class A Executive Committee") owning in the aggregate two-thirds (2/3) of the Included Asset Percentage Interests in order to make the Major Decision to file Petitions (defined below) on behalf of the Company or any Subsidiary;

WHEREAS, in the judgment of the Class A Executive Committee, it is desirable and in the best interests of the Company and certain of the direct and indirect subsidiaries of the Company, FF Realty LLC, Fairfield Financial A LLC, and Fairfield Affordable Housing LLC, all Delaware limited liability companies (the "Fairfield LLCs"), and Fairview Residential L.P. and Fairview Residential CA L.P., both Delaware limited partnerships (the "Other Subs" and together with the Fairfield LLCs and the Company, the "Fairfield Entities"), to file voluntary petitions (the "Petitions") for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), and the Class A Executive Committee desires to approve such action; and

WHEREAS FURTHER, the Class A Executive Committee desires to approve such actions on behalf of the Company, in its individual capacity and in its capacity as (i) sole member of the Fairfield LLCs and (ii) sole member of Fairview Residential LLC, which is the sole limited partner of the Other Subs.

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Class A Executive Committee, it is desirable and in the best interests of the Fairfield Entities that the Fairfield Entities shall be, and the Fairfield Entities hereby are, authorized to file the Petitions in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"); and

FURTHER RESOLVED, that the law firm of Paul, Hastings, Janofsky & Walker LLP shall be, and hereby is, employed as bankruptcy counsel for the Fairfield Entities under general retainer; and

FURTHER RESOLVED, that the law firm of Richards, Layton & Finger, P.A. shall be, and hereby is, employed as local bankruptcy counsel for the Fairfield Entities under general retainer; and

FURTHER RESOLVED, that Andrew Hinkleman, Chief Restructuring Officer of the Company is hereby authorized, directed and empowered, in the name of and on behalf of the Fairfield Entities, in each of their individual capacities and in each of their capacities as member, partner, shareholder or manager of any of the Fairfield Entities, to execute, verify and cause to be filed the Petitions, including the schedules of assets and liabilities, the statement of financial affairs and other ancillary documents required by the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure to be filed; and

FURTHER RESOLVED, that Andrew Hinkelman is hereby authorized, directed and empowered, in the name of and on behalf of the Fairfield Entities, to execute, verify and cause to be filed requests for first-day relief from the Bankruptcy Court that Andrew Hinkleman may deem necessary, proper, or desirable in connection with the Petitions, with a view to the successful prosecution thereunder; and

FURTHER RESOLVED, that Andrew Hinkleman is hereby authorized, directed and empowered, in the name of and on behalf of the Fairfield Entities, in each of their individual capacities and in each of their capacities as member, partner, shareholder or manager of any of the Fairfield Entities, (i) to take or cause to be taken any and all actions, to make or cause to be made all payments (including but not limited to payments of expenses, retainers and filing fees), (ii) to make or cause to be made all federal, state and local governmental, administrative and/or regulatory filings as may be required or advisable under the laws or regulations of any jurisdiction, and (iii) to negotiate, enter into, execute, deliver and perform all other documents, agreements, certificates or instruments as he may deem necessary, appropriate, convenient or proper, in each case to effectuate the intent of, and the transactions contemplated by, the foregoing resolutions, and the execution and delivery thereof by Andrew Hinkleman to be conclusive evidence of such approval; and

FURTHER RESOLVED, that Andrew Hinkelman is hereby authorized, directed and empowered to cause the Fairfield Entities, in each of their individual capacities and in each of their capacities as member, partner, shareholder or manager of any of the Fairfield Entities, and such of their affiliates as he deems appropriate, to enter into, execute, deliver, certify, file, record, and perform such agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities, certificates or other documents, and to take such other actions, as in the judgment of Andrew Hinkelman shall be necessary, proper, and

desirable to (i) prosecute to a successful completion the Fairfield Entities' chapter 11 cases and related obligations, including obligations related to organizational form and structure and ownership of the Fairfield Entities consistent with the foregoing resolutions and (ii) carry out and put into effect the purposes of the foregoing resolutions, and the transactions contemplated by these resolutions, their authority thereunto to be evidenced by the taking of such actions; and

FURTHER RESOLVED, that notwithstanding anything contrary in the foregoing resolutions, in the event that any action to be taken by Andrew Hinkelman in furtherance of the foregoing resolutions adversely affects, or if the Fairfield Entities are advised by their counsel that such action is reasonably likely to adversely affect, the interests of the Fairfield Entities in favor of the interests of any of the Fairfield Entities' Affiliates (as such term is defined in section 101(2) of the Bankruptcy Code), Andrew Hinkelman shall have no authority to take such action unless approved by the independent members of the Class A Executive Committee, meaning those members of the Executive Committee appointed pursuant to that certain Second Agreement Among Holders of Included Asset Percentage Interests (Fairfield Residential LLC) dated July 6, 2009, currently Gregory Pinkalla and Grant Lyon; and

FURTHER RESOLVED, that Andrew Hinkelman is hereby authorized, directed and empowered to execute, on behalf of the Company (i) in its capacity as sole limited partner of FF Properties L.P., that certain Third Amendment to the Amended and Restated Agreement of Limited Partnership of FF Properties L.P., in the form attached hereto as Exhibit A-1, (ii) in its capacity as sole limited partner of FF Development L.P., that certain Third Amendment to the Amended and Restated Agreement of Limited Partnership of FF Development L.P., in the form attached hereto as Exhibit A-2, (iii) in its capacity as sole member of Fairview Residential LLC, as sole limited partner of Fairview Residential CA L.P., that certain First Amendment to the Limited Partnership Agreement of Fairview Residential CA L.P., in the form attached hereto as Exhibit A-3, and (iv) in its capacity as sole member of Fairview Residential LLC, as sole limited partner of Fairview Residential L.P., that certain First Amendment to the Limited Partnership Agreement of Fairview Residential L.P., in the form attached hereto as Exhibit A-4.

FURTHER RESOLVED, that any and all acts taken and any and all certificates, instruments, agreements or other documents executed on behalf of the Fairfield Entities by Andrew Hinkelman, or any other officer of the Company, prior to the adoption of the foregoing resolutions with regard to any of the transactions, actions, certificates, instruments, agreements or other documents authorized or approved by the foregoing resolutions be, and they hereby are, ratified, confirmed, adopted, and approved.

FURTHER RESOLVED, that Andrew Hinkelman shall be, and Andrew Hinkelman hereby is, authorized to authenticate the foregoing resolutions by execution of a Certificate of Officer, or other similar instrument.

Exhibit A-1

THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF FF PROPERTIES L.P., a Delaware limited partnership

This THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF FF PROPERTIES L.P. (this "**Amendment**") is made and entered into effective as of October 14, 2009, by and between FF Properties, Inc., a Delaware corporation ("**FF Properties**"), and Fairfield Residential LLC, a Delaware limited liability company ("**Residential**"). FF Properties and Residential are hereinafter collectively referred to as the "**Partners**." This Amendment is being entered into with reference to the following:

A. The Partners entered into that certain Amended and Restated Agreement of Limited Partnership of FF Properties L.P. dated as of November 18, 1997, as amended by that certain First Amendment to Amended and Restated Agreement of Limited Partnership of FF Properties L.P. dated as of January 1, 1998, and that certain Second Amendment to Amended and Restated Agreement of Limited Partnership of FF Properties L.P. dated December 31, 1998 (collectively, the "**Partnership Agreement**"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to them in the Partnership Agreement.

B. Section 9.01(b) of the Partnership Agreement requires that the Partnership be dissolved and its business and affairs wound up upon the filing by FF Properties of a petition for relief or reorganization or any other petition in bankruptcy.

C. The Partners desire to amend the Partnership Agreement to permit the continuance of the Partnership despite any proceeding in bankruptcy by or against FF Properties.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereby agree as follows:

1. Section 9.01(b) of the Partnership Agreement is hereby revoked in its entirety.

2. As amended hereby, the Partnership Agreement remains in full force and effect.

This Amendment may be executed in counterparts, each of which is an original, but all of which, taken together, constitute the same instrument. Executed counterparts delivered via facsimile constitute conclusive evidence of the execution and delivery of this Amendment by the undersigned.

Error! Unknown document property name.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to be effective as of the date first written above.

FF Properties, Inc.,
a Delaware corporation

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

Fairfield Residential LLC,
a Delaware limited liability company

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

Error! Unknown document property name.

Exhibit A-2

THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF FF DEVELOPMENT L.P., a Delaware limited partnership

This THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF FF DEVELOPMENT L.P. (this "**Amendment**") is made and entered into effective as of October 14, 2009, by and between FF Development, Inc., a Delaware corporation ("**FF Development**"), and Fairfield Residential LLC, a Delaware limited liability company ("**Residential**"). FF Development and Residential are hereinafter collectively referred to as the "**Partners.**" This Amendment is being entered into with reference to the following:

A. The Partners entered into that certain Amended and Restated Agreement of Limited Partnership of FF Development L.P. dated as of November 18, 1997, as amended by that certain First Amendment to Amended and Restated Agreement of Limited Partnership of FF Development L.P. dated as of March 31, 1998, and that certain Second Amendment to Amended and Restated Agreement of Limited Partnership of FF Development L.P. dated December 31, 1998 (collectively, the "**Partnership Agreement**"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to them in the Partnership Agreement.

B. Section 9.01(b) of the Partnership Agreement requires that the Partnership be dissolved and its business and affairs wound up upon the filing by FF Development of a petition for relief or reorganization or any other petition in bankruptcy.

C. The Partners desire to amend the Partnership Agreement to permit the continuance of the Partnership despite any proceeding in bankruptcy by or against FF Development.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereby agree as follows:

1. Section 9.01(b) of the Partnership Agreement is hereby revoked in its entirety.

2. As amended hereby, the Partnership Agreement remains in full force and effect.

This Amendment may be executed in counterparts, each of which is an original, but all of which, taken together, constitute the same instrument. Executed counterparts delivered via facsimile constitute conclusive evidence of the execution and delivery of this Amendment by the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to be effective as of the date first written above.

FF Development, Inc.,
a Delaware corporation

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

Fairfield Residential LLC,
a Delaware limited liability company

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

Exhibit A-3

FIRST AMENDMENT TO THE
LIMITED PARTNERSHIP AGREEMENT
OF
FAIRVIEW RESIDENTIAL CA L.P.,
a Delaware limited partnership

This FIRST AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT OF FAIRVIEW RESIDENTIAL CA L.P. (this "**Amendment**") is made and entered into effective as of October 14, 2009, by and between Fairview Homes, Inc., a Delaware corporation ("**General Partner**"), and Fairview Residential LLC, a Delaware limited liability company ("**Limited Partner**"). General Partner and Limited Partner are hereinafter collectively referred to as the "**Partners.**" This amendment is being entered into with reference to the following:

A. The Partners entered into that certain Limited Partnership Agreement of Fairview Residential CA L.P. dated as of May 8, 2006 (the "**Partnership Agreement**"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to them in the Partnership Agreement.

B. Section 11(c) of the Partnership Agreement requires that the Partnership be dissolved upon the insolvency or bankruptcy of General Partner unless Limited Partner elects a successor and agrees to continue the business of the Partnership.

C. The Partners desire to amend the Partnership Agreement to permit the continuance of the Partnership upon General Partner's insolvency or bankruptcy, without Limited Partner's election of a successor and agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereby agree as follows:

1. Section 11 of the Partnership Agreement is amended and restated to read in its entirety as follows:

"11. Dissolution and Termination. The Partnership shall be dissolved upon the happening of the first to occur of the following: (a) at such time and under the circumstances specifically provided for elsewhere in this Agreement, or (b) upon written consent of all of the Partners. Without limitation, but subject to the other provisions hereof, neither the bankruptcy, assignment for the benefit of creditors, reorganization nor insolvency of a Partner shall work the dissolution of the Partnership."

2. As amended hereby, the Partnership Agreement remains in full force and effect.

This Amendment may be executed in counterparts, each of which is an original, but all of which, taken together, constitute the same instrument. Executed counterparts delivered via facsimile constitute conclusive evidence of the execution and delivery of this Amendment by the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to be effective as of the date first written above.

Fairview Homes, Inc., a Delaware Corporation

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

Fairview Residential LLC, a Delaware limited liability company
By: Fairfield Residential LLC
Its: Sole Member

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

Exhibit A-4

FIRST AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT OF FAIRVIEW RESIDENTIAL L.P., a Delaware limited partnership

This FIRST AMENDMENT TO THE LIMITED PARTNERSHIP AGREEMENT OF FAIRVIEW RESIDENTIAL L.P. (this "**Amendment**") is made and entered into effective as of October 14, 2009, by and between Fairview Homes, Inc., a Delaware corporation ("**General Partner**"), and Fairview Residential LLC, a Delaware limited liability company ("**Limited Partner**"). General Partner and Limited Partner are hereinafter collectively referred to as the "**Partners.**" This Amendment is being entered into with reference to the following:

A. The Partners entered into that certain Limited Partnership Agreement of Fairview Residential L.P. dated as of May 8, 2006 (the "**Partnership Agreement**"). Capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to them in the Partnership Agreement.

B. Section 11(c) of the Partnership Agreement requires that the Partnership be dissolved upon the insolvency or bankruptcy of General Partner unless Limited Partner elects a successor and agrees to continue the business of the Partnership.

C. The Partners desire to amend the Partnership Agreement to permit the continuance of the Partnership upon General Partner's insolvency or bankruptcy, without Limited Partner's election of a successor and agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners hereby agree as follows:

1. Section 11 of the Partnership Agreement is hereby amended and restated to read in its entirety as follows:

"11. Dissolution and Termination. The Partnership shall be dissolved upon the happening of the first to occur of the following: (a) at such time and under the circumstances specifically provided for elsewhere in this Agreement, or (b) upon written consent of all of the Partners. Without limitation, but subject to the other provisions hereof, neither the bankruptcy, assignment for the benefit of creditors, reorganization nor insolvency of a Partner shall work the dissolution of the Partnership."

2. As amended hereby, the Partnership Agreement remains in full force and effect.

This Amendment may be executed in counterparts, each of which is an original, but all of which, taken together, constitute the same instrument. Executed counterparts delivered via facsimile constitute conclusive evidence of the execution and delivery of this Amendment by the undersigned.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amendment to be effective as of the date first written above.

Fairview Homes, Inc., a Delaware Corporation

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

Fairview Residential LLC, a Delaware limited liability company

By: Fairfield Residential LLC
Its: Sole Member

By: _____
Name: Christopher E. Hashioka
Title: President and CEO

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Fairfield Residential LLC, a Delaware limited liability company,	:	Case No. _____ (_____)
	:	(Jointly Administered)
Debtor.	:	

LIST OF CREDITORS HOLDING
THE TWENTY LARGEST UNSECURED CLAIMS

The debtor in this chapter 11 case and certain affiliated entities (collectively, the "Debtors") each filed a voluntary petition in this Court on December 13, 2009 (the "Petition Date") for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532. The following is a list of the Debtors' twenty largest unsecured creditors on a consolidated basis (the "Top 20 List"), based on the Debtors' books and records as of the Petition Date. The Top 20 List was prepared in accordance with Rule 1007(d) of the Federal Rules of Bankruptcy Procedure for filing in the Debtors' chapter 11 cases. The Top 20 List does not include: (1) persons who come within the definition of an "insider" set forth in 11 U.S.C. § 101(31); or (2) secured creditors, unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the twenty largest unsecured claims. The information presented in the Top 20 List shall not constitute an admission by, nor is it binding on, the Debtors. The failure of the Debtors to list a claim as contingent, unliquidated or disputed does not constitute a waiver of the Debtors' right to contest the validity, priority, and/or amount of any such claim.

(1)	(2)	(3)	(4)	(5)
NAME OF CREDITOR AND COMPLETE MAILING ADDRESS INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT, DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc.)	C U D S	AMOUNT OF CLAIM (if secured also state value of security)
Wells Fargo Bank	Wells Fargo Bank 1021 Main Street, Suite 2402 Houston, TX 77002 Attn: Lynn Carr Fax: (713) 289-3468 Email: carrglyn@wellsfargo.com	Bank	C U	$ 129,830,823.45

(1)	(2)	(3)	(4)	(5)
NAME OF CREDITOR AND COMPLETE MAILING ADDRESS INCLUDING ZIP CODE	NAME, TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT, DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc)	C U D S	AMOUNT OF CLAIM (if secured also state value of security)
Bank of America	Bank of America 901 Main Street, 21st Floor Dallas, TX 75202-3717 Attn: Sergio Reyes Fax: (214) 209-1832 Email: sergio.reyes@bankofamerica.com	Bank	C U	$ 84,038,005.50
Capmark Finance, Inc.	Capmark Finance, Inc. 1600 Tysons Blvd. Suite 1100 McLean, VA 22101 Attn: Steve Power Fax: (703) 749-4399 Email: steve.power@capmark.com	Bank		$ 79,509,740.86
Compass Bank	Compass Bank 15 South 20th Street Suite 1601 Birmingham, AL 35233 Attn: Cameron Terry Email: Cameron.terry@bbvacompass.com	Bank	C U	$ 64,187,561.54
Regions Bank	Regions Bank 16600 Dallas Parkway, 2nd Floor Dallas, TX 75248 Attn: Joe Samford Fax: (972) 738-5028 Email: joe.samford@regions.com	Bank	C U	$ 52,306,344.00
Principal Financial	Principal Global Investors 801 Grand Avenue Des Moines, IA 50392-1390 Attn: Jon Buenneke Fax: (866) 850-4022 Email: buenneke.jon@principal.com	Bank	C U	$ 46,718,191.87
Freddie Mac	Freddie Mac 8100 Jones Branch Drive, Mailstop B4B McLean, VA 22102-3110 Attn: Mike McRoberts Email: Michael_mcroberts@freddiemac.com	Bank	C U	$ 45,939,325.20
Royal Bank of Canada	RBC Dain Rauscher Inc 100 Crescent Court Suite 1170 Dallas, TX 75201 Attn: Bryan Collyer Fax: (214) 775-7710 Email: brian.collyer@rbccm.com	Bank	C U	$ 45,030,867.30

(1)	(2)	(3)	(4)	(5)
NAME OF CREDITOR AND COMPLETE MAILING ADDRESS INCLUDING ZIP CODE	NAME , TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT, DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc)	C U D S	AMOUNT OF CLAIM (if secured also state value of security)
Cigna	Cigna 280 Trumbull Street H11G Hartford, CT 06103 Attn: Michael Doyle Fax: (860) 757-7586 Email: Michael doyle@cigna com	Bank	C U	$ 40,788,765 93
Fifth Third	Fifth Third Bank 222 S Riverside Plaza, 33rd Floor Mail Drop GRVR31 Chicago, IL 60606 Attention: Thomas Jeffery Fax: (269) 857-4068 Email: Thomas jeffrey@53 com	Bank	C U	$ 40,722,210 02
Pacific National Bank	Pacific National Bank 1676 North California Blvd Suite 420 Walnut Creek, CA 94596 Attn: Don Adams Fax: (415) 774-2277 dadams@pacificnational com	Bank	C U	$ 38,444,842 38
Nationwide Life Insurance Co	Nationwide Life Insurance Co One Nationwide Plaza, 1-34-03 Columbus, OH 43215-2220 Attn: Todd Harrop Fax: (614) 249-3416 Email: harropt@nationwide com	Bank	C U	$ 37,376,837 51
Landesbank Hessen-Thüringen Girozentrale (Helaba)	Helaba Landesbank Hessen-Thüringen Girozentrale 420 Fifth Avenue, 24th Floor New York, NY 10018 Attn: Stuart Levy Fax: (212) 703-5296 Email: stuart levy@helabany com	Bank	C U	$ 35,825,279 50
US Bank	US Bank, N A One Columbia, Suite 200 Aliso Viejo, CA 92656 Attn: Joseph Corff Fax: (949) 362-5379 Email: joseph corff@usbank com	Bank	C U	$ 34,322,407 00
JP Morgan Chase Bank	J.P. Morgan 17875 Von Karman Avenue 2nd Floor Irvine, CA 92614 Attn: Dan Borland Fax: (949) 833-4524 Email: dan borland@chase com	Bank	C U	$ 28,654,559 39

(1)	(2)	(3)	(4)	(5)
NAME OF CREDITOR AND COMPLETE MAILING ADDRESS INCLUDING ZIP CODE	NAME , TELEPHONE NUMBER AND COMPLETE MAILING ADDRESS, INCLUDING ZIP CODE, OF EMPLOYEE, AGENT, DEPARTMENT OF CREDITOR FAMILIAR WITH CLAIM	NATURE OF CLAIM (trade debt, bank loan, government contract, etc)	C U D S	AMOUNT OF CLAIM (if secured also state value of security)
Massachusetts Mutual Life Insurance Company	Massachusetts Mutual Life Ins Co 1500 Main Street Suite 1906 Springfield, MA 01115-5189 Attention: Rob Biddleman Fax: (413) 226- 2404 Email: rbiddleman@babsoncapital com	Bank	C U	$ 27,560,392 02
Fannie Mae	FannieMae 14221 Dallas Parkway, Suite 1000 Dallas TX, 75254-2916 Attention: Carol King Fax: (240) 699-2270 Email: carol_king@fanniemae.com	Bank	C U	$ 26,438,454 27
Northwestern Mutual Life Insurance Co	Northwestern Mutual 610 Newport Center Drive Suite 850 Newport Beach, CA 92660 Attention: Gary Farmer Fax: (949) 718-4455 Email: garyfarmer@northwesternmutual.com	Bank	C U	$ 24,547,344 80
PNC Bank	PNC Bank, N.A. 249 Fifth Avenue, 19th Floor Pittsburgh, PA 15222 Attention: Darin Mortimer Fax: (412) 762-6500 Email: darin.mortimer@pnc.com	Bank	C U	$ 23,708,370 33
Sovereign Bancorp Inc	Sovereign Bank 75 State Street Mail Code: MA1SST04-12 Boston, MA 02109 Attn: George Brockman gbrockma@sovereignbank.com	Bank	C U	$ 23,313,461 82

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Fairfield Residential LLC, a Delaware limited liability company,	:	Case No. _____ (_____)
	:	(Jointly Administered)
Debtor.	:	

DECLARATION CONCERNING THE DEBTOR'S LIST OF CREDITORS HOLDING THE TWENTY LARGEST UNSECURED CLAIMS

I, Andrew Hinkelman, Chief Restructuring Officer of Fairfield Residential LLC, a Delaware limited liability company and the entity named as debtor in this case, declare under penalty of perjury under the laws of the United States of America that I have reviewed the List of Creditors Holding the Twenty Largest Unsecured Claims submitted herewith and that the information contained therein is true and correct to the best of my information and belief.

Dated: December 13, 2009

Name: Andrew Hinkelman
Title: Chief Restructuring Officer of Fairfield Residential LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Fairfield Residential LLC, a Delaware limited liability company,	:	Case No. _____ (_____)
	:	(Jointly Administered)
Debtor.	:	

CONSOLIDATED LIST OF CREDITORS

The debtor in this chapter 11 case and certain affiliated entities (collectively, the "Debtors") each filed a petition in this Court on December 13, 2009 for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532. Contemporaneously with the filing of the petition, the Debtors filed a single consolidated list of creditors (the "Consolidated Creditor List"), in lieu of separate lists. Due to its voluminous nature, the Consolidated Creditor List is being submitted to the Court electronically as an attachment hereto.

[information provided in electronic format]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Fairfield Residential LLC, a Delaware limited liability company,	:	Case No. _____ (_____)
	:	(Jointly Administered)
Debtor.	:	

DECLARATION REGARDING CONSOLIDATED CREDITOR LIST

I, Andrew Hinkelman, Chief Restructuring Officer of Fairfield Residential LLC, a Delaware limited liability company and the entity named as debtor in this case, declare under penalty of perjury under the laws of the United States of America that I have reviewed the Consolidated Creditor List submitted herewith and that the information contained therein is true and correct to the best of my information and belief.

Dated: December 13, 2009

Name: Andrew Hinkelman
Title: Chief Restructuring Officer of Fairfield Residential LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Fairfield Residential LLC, a Delaware limited liability company,	:	Case No. _____ (_____)
	:	(Jointly Administered)
Debtor.	:	

LIST OF EQUITY SECURITY HOLDERS[1]

Name and Last Known Address or Place of Business of Holder	Security Class	Number of Securities/ Kind of Interest
CSJV Fairfield, LLC 100 Waterfront Place, 15th Floor West Sacramento, CA 95605-2807 Attn: Tim Works	Class A Membership Interests	45 45856% interest
MSFRE II FFR, Inc. 555 California Street, Suite 2100 San Francisco, CA 94104 Attn: Scott Berg	Class A Membership Interests Class C Membership Interests	17 02758% interest 35 4393% interest
MSREI FFR, Inc. 555 California Street, Suite 2100 San Francisco, CA 94104 Attn: Scott Berg	Class A Membership Interests Class C Membership Interests	0 18065% interest 0 3760% interest
MSREF II 892 FFR, Inc. 555 California Street, Suite 2100 San Francisco, CA 94104 Attn: Scott Berg	Class A Membership Interests Class C Membership Interests	1 97400% interest 4 1084% interest
TOTAL	Class A Membership Interests Class C Membership Interests	19 1822% interest 39 9237% interest

[1] The following table sets forth, as of December 13, 2009, certain information concerning persons owning in excess of 5% of the Debtor's outstanding Class A or Class C Membership Interests.

Name and Last Known Address or Place of Business of Holder	Security Class	Number of Securities/ Kind of Interest
DRI-FFR Owner, Inc. 333 South Hope Street, Suite 2550 Los Angeles, CA 90071 Attn: Masahiro Nagaoka	Class A Membership Interests	17 34346% interest
CEH/B LP 5510 Morehouse Drive, #200 San Diego, CA 92121 Attn: Chris Hashioka	Class A Membership Interest	17 34346% interest
FFI LLC 5510 Morehouse Drive, #200 San Diego, CA 92121 Attn: Chris Hashioka 5510 Morehouse Drive, #200 San Diego, CA 92121 Attn: Chris Hashioka 5510 Morehouse Drive, #200 San Diego, CA 92121 Attn: Chris Hashioka	Class C Membership Interests	60 0763% interest

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Fairfield Residential LLC, a Delaware limited liability company,	:	Case No. _____ (_____)
	:	(Jointly Administered)
Debtor.	:	

DECLARATION CONCERNING THE DEBTOR'S LIST OF EQUITY SECURITY HOLDERS

I, Andrew Hinkelman, Chief Restructuring Officer of Fairfield Residential LLC, a Delaware limited liability company and the entity named as debtor in this case, declare under penalty of perjury under the laws of the United States of America that I have reviewed the List of Equity Security Holders submitted herewith and that the information contained therein is true and correct to the best of my information and belief.

Dated: December 13, 2009

Name: Andrew Hinkelman
Title: Chief Restructuring Officer of Fairfield Residential LLC

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
Fairfield Residential LLC, a Delaware limited liability company,	:	Case No. _____ (_____)
	:	(Jointly Administered)
Debtor.	:	

FAIRFIELD RESIDENTIAL LLC'S STATEMENT PURSUANT TO FEDERAL RULE OF BANKRUPTCY PROCEDURE 1007(a)(1)

For its Statement Pursuant to Federal Rule of Bankruptcy Procedure 1007(a)(1), Fairfield Residential LLC (the "Debtor") respectfully represents that each of CSJV Fairfield, LLC, the collective group of Morgan Stanley entities (MSFRE II FFR, Inc., MSREI FFR, Inc., and MSREF II 892 FFR, Inc), DRI-FFR Owner, Inc., CEH/B LP and FFI, LLC directly or indirectly owns 10% or more of any class of the Debtor's equity interests.

Dated: December 13, 2009
Wilmington, Delaware

Respectfully submitted,

Daniel J. DeFranceschi (DE 2732)
Paul N. Heath (DE 3704)
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-and-

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Facsimile: (312) 499-6100
Email: richardchesley@paulhastings.com
kimberlynewmarch@paulhastings.com

PROPOSED ATTORNEYS FOR DEBTORS AND DEBTORS IN POSSESSION