

declaration and the map. The cost of such review by the attorneys shall be borne by the person wishing to combine the Lots.

c. Any amendments of the declaration or map pursuant to this paragraph 20 shall reflect the changes occasioned by the alteration. Such changes shall include a change in the percentage of undivided interest in the Common Elements and facilities which are appurtenant to the Lots involved in the alterations. The percentage of undivided interest in the Common Elements and facilities appurtenant to the Lots shall not be changed.

43. Alterations to the Common Elements. Anything to the contrary notwithstanding and until the termination of the Period of Declarant's Control, the Declarant may create and/or make changes to the Common Elements without the consent of either the Association or the Management Committee; provided, however, no Owner or resident may at any time modify the drainage patterns or systems, landscaping, or make any structural alterations, modifications, changes or improvements to the Common Elements or Facilities, including but not limited to the construction or installation of any additions, the extension or enclosure of any existing structures not shown on the approved plans and specifications, without the prior written consent of the Management Committee.

44. Transfer of Management. Anything to the contrary notwithstanding, Declarant may at any time relinquish its reserved right (as a Class B Member) to select the Members of the Management Committee and may elect to transfer the management of the Project to a Committee elected by the Owners. Upon the termination of the Period of Declarant's Control, Declarant shall notify Owners in writing of the effective date of such transfer (the "Transfer Date") at least forty five (45) days prior thereto. Thereupon, the Owners shall call a meeting to elect the Members of the Management Committee to take office as of the Transfer Date. Declarant covenants to cooperate with the Owners in effecting an orderly transition of management. Moreover, Declarant shall cause all obligations for Common Expenses of the Association prior to the Transfer Date to be paid in full on or before such date, and shall transfer any Association funds to the newly elected Committee.

45. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders.

46. Severance. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof. If any covenant, condition, restriction, part, term or provision of this Declaration is deemed to be inconsistent, incongruent or in conflict with (the "Inconsistent Provision") any condominium approval guidelines of the Department of Veterans Affairs (VA) pursuant to CFR, Title 38, . 36.4357(b)(4) for the

financing, insuring or the guaranty of the Property, or any part thereof (the "Required Provision"), then (a) the rights and obligations of the parties shall be construed and enforced as if the Declaration did not contain such Inconsistent Provision, and (b) the Required Provision shall be and is hereby incorporated herein by this reference, anything to the contrary notwithstanding.

47. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of Association, all other signatories hereto, all parties who hereafter acquire any interest in a Lot or in the Project, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

48. Enforcement and Right to Recover Attorneys Fees. Should the Association, Management Committee or an aggrieved Owner be required to take action to enforce the Declaration, By-Laws or any administrative rules and regulations adopted from time to time, or to pursue any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise, they may recover all Additional Charges, including a reasonable attorneys fee, which may arise or accrue. In addition, the Management Committee may impose the following sanctions after proper notice and the opportunity to be heard:

- a. imposing reasonable monetary fines which shall constitute a lien upon the violator's Unit;
- b. suspending an Owner's right to vote;
- c. suspending any Person's right to use any of the recreational facilities; provided, however, nothing herein contained shall authorize the Management Committee to limit ingress or egress to or from a Unit;
- d. exercising self-help or taking action to abate any violation of the Project Documents in a non-emergency situation;
- e. exercising self-help in any emergency situation (specifically including but not limited to the towing of vehicles that are in violation of the parking rules);
- f. requiring an Owner at his sole expense to remove any structure or improvement in the Common Elements, and upon the failure of the Owner to do so, the Management Committee or its designee shall have the right to enter the property and remove the

violation and restore the property to its original condition, and such action shall not be deemed a trespass;

g. without liability to any Person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the Project Documents; and

h. levying Individual Assessments or Additional Charges to cover costs incurred by the Association to bring a Unit or Unit Owner into compliance.

49. Agreement to Share Costs. The Declarant or the Association may enter into a contract or agreement, which includes a covenant to share costs, for the use of facilities or the procurement of services for the benefit of the Association and the present and future owners of the Property which obligates the Association and such owners to share the costs of maintaining certain property described therein.

50. Agent for Service of Process. The President of the Association is the person to receive service of process in the cases authorized by the Act and the office. The initial Registered Agent is Boyd A. Martin and the initial office of the Registered Agent is 12351 South Gateway Park Place, Draper, Utah 84020.

51. Fines. In addition to other remedies set forth herein and by Utah law, to enforce the essential restrictive covenants set forth herein and Project Documents, the Management Committee may suspend voting rights, suspend the privilege of using the recreational Amenity and facilities, or assess a fine. Each Owner and Resident is responsible for adhering to the Project Documents governing the Project. A breach of these restrictive covenants and rules is subject to enforcement pursuant to the declaration and may include the imposition of a fine. Each Owner is also accountable and responsible for the behavior of his or her residents, tenants and/or guests. Fines levied against residents, tenants, and guests are the responsibility of the Owner. The Management Committee shall react to each material violation in the following manner:

a. Fines imposed are final unless appealed in writing to the Management Committee within thirty (30) days of written notification of the violation. If a request for a hearing is not submitted to the Management Committee within thirty (30) days, the right to a hearing is waived, and the fine imposed will stand. A request for a hearing to appeal should be sent in writing to:

b. Before assessing a fine under Subsection (a), the Management Committee shall give notice to the homeowner of the violation and inform the owner that the fine will be imposed if the violation is not cured within the time provided in the declaration, bylaws, or rules, which shall be at least forty-eight (48) hours.

c. A fine assessed under Subsection (a) shall:

1) be made only for a violation of a restrictive covenant, rule or regulation;

2) be in the amount specifically provided for in the declaration, bylaws, or association rules for that specific type of violation, not to exceed \$500.00; and

3) accrue interest and late fees as provided in the declaration, bylaws, or association rules.

d. Cumulative fines for a continuing violation may not exceed \$500.00 per month.

e. An Owner who is assessed a fine under Subsection (a) may request an informal hearing to protest or dispute the fine within thirty (30) days from the date the fine is assessed. The hearing shall be conducted in accordance with standards of due process adopted by the Management Committee. No finance charge, default interest, or late fees may accrue until after the hearing has been conducted and a final decision has been rendered.

f. An Owner may appeal a fine issued under Subsection (a) by initiating a civil action within one hundred and eighty (180) days after:

1) A hearing has been held and a final decision has been rendered by the management committee under Subsection (e); or

2) The time to request an informal hearing under Subsection (e) has expired without Owner making such a request.

g. A fine assessed under Subsection (a) which remains unpaid after the time for appeal has expired becomes a lien against the Owner's interest in the property in accordance with the same standards as a lien for the nonpayment of common expenses under Section 38(c) above.

52. Term. This Declaration shall continue for a term of fifty (50) years from its date of recordation. Thereafter, this Declaration shall be automatically extended for successive periods of ten (10) years until a vote of greater than fifty percent (50.0%) of the Members determines that this Declaration shall terminate.

53. Effective Date. This Declaration, any amendment or supplement hereto, and any amendment or supplement to the Plat Map shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the ___ day of September, 2005.

DECLARANT:
D.R. HORTON, INC.

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF UTAH)
 ss:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ___ day September, 2005 by _____, the _____ of D.R. HORTON, INC., a Utah _____, and said _____ duly acknowledged to me that said corporation executed the same.

NOTARY PUBLIC
Residing at:
My Commission expires:

EXHIBIT "A"
LEGAL DESCRIPTION OF THE TRACT

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