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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
D R HORTON INC  
11075 S STATE STE. 30  
SANDY UT 84070  
BY: RDJ, DEPUTY - WI 22 P.

When Recorded Mail To:

D. R. Horton, Inc.  
11075 South State Street, Suite 30  
Sandy, Utah 84070

8531549

AMENDMENT NO. 1 TO  
THE AMENDED AND RESTATED DECLARATION OF  
CONDOMINIUM FOR STONE HAVEN CONDOMINIUMS

THIS AMENDMENT NO. 1 TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR STONE HAVEN CONDOMINIUMS (this "Amendment No. 1") is made and executed this 14th day of February, 2003 by D. R. HORTON, INC., a Delaware corporation (hereinafter referred to as "Declarant"), pursuant to the provisions of the Utah Condominium Ownership Act contained in Title 57, Chapter 8 of the Utah Code, as it may be amended from time to time (the "Act").

22-20-433-001 to - 626 / 476 - 049

RECITALS

A. On May 6, 2002, Declarant caused to be recorded in the Office of the Recorder of Salt Lake County, Utah the Record of Survey Map of Stone Haven Condominiums Phase 1-Amended, as Entry No. 8224622 in Book 2002P at Page 100. On February \_\_\_\_, 2003 Declarant caused to be recorded in the Office of the Recorder of Salt Lake County, Utah the Record of Survey Map of Stone Haven Condominiums Phase 1-Second Amendment as Entry No. 8531547 in Book 2003P at Page 41.

B. In connection with the development of the Stone Haven Condominiums, Declarant executed that certain Amended and Restated Declaration of Condominiums for Stone Haven Condominiums dated May 2, 2002 (the "Initial Declaration"). The Initial Declaration was recorded in the Office of the Recorder of Salt Lake County, Utah on May 6, 2002 as Entry No. 8224623 in Book 8595 at Pages 1297 - 1362. The Initial Declaration pertains to and affects the real property described as Phase 1 in Section 3.1 of the Initial Declaration.

C. In Section 8 of the Initial Declaration, Declarant reserved, pursuant to Sections 57-8-10(4) and 57-8-13.6 of the Act, the option to expand the Project (the "Option to Expand"). The real property subject to the Option to Expand is described in Section 8.1.1 of the Initial Declaration. Such real property is described and referred to in the Initial Declaration as the "Additional Land." Declarant now desires to expand the Project to include that portion of the Additional Land referred to in Section 8.1.1 of the Initial Declaration as Phase 2, the legal description of which Phase 2 is set forth below.

D. Simultaneously with the recording of this Amendment No. 1 in the Office of the Recorder of Salt Lake County, Utah, Declarant shall record the Record of Survey Map of Stone Haven Condominiums Phase 2.

E. In connection with the recording of this Amendment No. 1 in the Office of the Recorder of Salt Lake County, Utah, the Recorder of Salt Lake County, Utah is requiring that Declarant make certain minor amendments to the Initial Declaration in order to allocate to the Storage Units within the Project an undivided interest in the Common Areas and Facilities, as set forth in this Amendment No. 1. Consequently, as provided in Section 22.1 of the Initial Declaration, such amendments set forth in this Amendment No. 1 are made by Declarant without the consent of any other Owners in order for Declarant to comply with the requirements of a local regulatory authority affecting the Project.

NOW THEREFORE, Declarant hereby declares and provides as follows:

1. Declaration Incorporated by Reference. The Initial Declaration in its entirety is hereby incorporated by reference and made a part of this Amendment No. 1 as though it were set forth herein in its entirety. The Initial Declaration, as supplemented and amended by this Amendment No. 1, shall herein collectively be referred to as "this Declaration."

2. Definitions. All the terms which are defined in the Initial Declaration shall continue to have the same meaning when used in this Declaration, except with respect to the following terms, which are hereby amended to have the following meanings:

(a) 2.6 "Common Areas and Facilities" shall mean all portions of the Project other than the Units, as described in Section 6.1 of this Declaration, including the Limited Common Areas and Facilities. The undivided interest in the Common Areas and Facilities appurtenant to each Unit is based upon the Par Value of such Unit, as described in 6.2 of this Declaration and is set forth in Exhibit A attached to Amendment No. 1.

(b) 2.15 "Declaration" shall mean Initial Declaration as supplemented and amended by this Amendment No. 1.

(c) 2.23 "Map" shall mean Record of Survey Map of Stone Haven Condominiums Phase 1-Second Amendment and the Record of Survey Map of Stone Haven Condominiums Phase 2 as recorded in the Office of the Recorder of Salt Lake County, Utah, a reduced copy of which is attached to Amendment No. 1 as Exhibit C, as it may be amended from time to time pursuant to this Declaration and the Act. It is contemplated that the Map may be amended at such time as the Buildings are constructed, in the event there are material changes in the Buildings' boundaries or elevations as constructed. Such an amendment to the Map is expressly authorized and may be undertaken by Declarant without the joinder or consent of any other Owners. It is also contemplated that the Map may be amended in the event that Declarant exercises the Option to Expand the Project in accordance with terms of Section 8 hereof.

(d) 2.27 "Par Value" shall mean the number of points assigned to each Unit as described herein and in the Act. In accordance with the provisions of the Act, the statement of Par Value should not be considered to reflect or control the sales price or fair market value of any Unit.

(e) 2.30 "Property" shall mean that certain real property situated in the County of Salt Lake, State of Utah, more particularly described in Section 3 of this Declaration, on which the Units and other improvements are located.

3. Section 3 of the Initial Declaration is hereby amended and restated in its entirety to read as follows:

3. **DESCRIPTION OF THE PROPERTY AND THE IMPROVEMENTS**

3.1 The Property on which the Units and improvements are located is situated in Salt Lake County, Utah and is more particularly described as follows:

That certain real property located in Salt Lake County, State of Utah, described as follows:

PHASE 1

BEGINNING AT A POINT THAT IS WEST 718.94 FEET AND SOUTH 958.61 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID EAST QUARTER CORNER BEING SOUTH 79°11'05" EAST 434.53 FEET FROM A SALT LAKE COUNTY SURVEY MONUMENT AT THE INTERSECTION OF 1300 EAST AND 6600 SOUTH STREETS, (BASIS OF BEARING BEING NORTH 00°28'06" EAST BETWEEN THE CENTERLINE MONUMENTS MARKING SAID 1300 EAST STREET); THENCE SOUTH 00°12'59" EAST A DISTANCE OF 80.14 FEET; THENCE NORTH 89°52'02" WEST A DISTANCE OF 117.48 FEET; THENCE WEST A DISTANCE OF 134.28 FEET; THENCE SOUTH A DISTANCE OF 111.79 FEET; THENCE WEST A DISTANCE OF 157.82 FEET; THENCE SOUTH A DISTANCE OF 106.10 FEET; THENCE NORTH 89°28'00" WEST A DISTANCE OF 140.79 FEET; THENCE NORTH A DISTANCE OF 143.91 FEET; THENCE EAST A DISTANCE OF 111.91 FEET; THENCE NORTH A DISTANCE OF 153.83 FEET; THENCE NORTH 86°31'22" WEST A DISTANCE OF 104.98 FEET; THENCE NORTH A DISTANCE OF 86.94 FEET TO A POINT OF CURVATURE OF A 20.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY A DISTANCE OF 31.37 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 89°52'06", SUBTENDED BY A CHORD THAT BEARS NORTH 44°55'57" EAST A DISTANCE OF 28.25 FEET; THENCE NORTH 89°52'00" EAST A DISTANCE OF 308.15 FEET; THENCE SOUTH A DISTANCE OF 115.32 FEET; THENCE EAST A DISTANCE OF 214.82 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 2.58 ACRES OF LAND.

PHASE 2

BEGINNING AT A POINT THAT IS WEST 1157.08 FEET AND SOUTH 957.32 FEET FROM THE EAST QUARTER CORNER OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; SAID EAST QUARTER CORNER BEING SOUTH 79°11'05" EAST 434.53 FEET FROM A SALT LAKE COUNTY SURVEY MONUMENT AT THE INTERSECTION OF 1300 EAST AND 6600 SOUTH STREETS, (BASIS OF BEARING BEING NORTH 00°28'06" EAST BETWEEN THE CENTERLINE MONUMENTS MARKING SAID 1300 EAST STREET); THENCE SOUTH A DISTANCE OF 153.83 FEET; THENCE WEST A DISTANCE OF 111.91 FEET; THENCE NORTH A DISTANCE OF 76.76 FEET; THENCE EAST A DISTANCE OF 7.13 FEET; THENCE NORTH A DISTANCE OF 83.44 FEET; THENCE SOUTH 86°31'22" EAST A DISTANCE OF 104.98 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 0.39 ACRES OF LAND.

3.2 With the addition to the Project of Phase 2 of the Additional Land, so that the Project consists of Phase 1 and Phase 2, the improvements will consist of two (2) buildings (which together with any other buildings constructed on the Additional Land shall collectively be referred to herein as the "Buildings"). With the Project consisting of Phase 1 and Phase 2, the completed Buildings are designated on the Map as Building #1 and Building #2. Building #1 shall have four (4) floors above ground containing 32 Residential Units and a below-ground parking area containing 23 Storage Units. Building #2 shall have four (4) floors above ground containing 24 Residential Units and a below-ground parking area containing 20 Storage Units. The Buildings shall be principally constructed of: concrete footings and foundation; steel and concrete frame below ground; wood frame above ground; cultured stone and stucco exteriors; sheetrock interiors; asphalt shingle roofs; and such other materials as allowed by current building codes. The Buildings will be supplied with telephone, cable television, electricity, natural gas, water, and sewer service. The Project also includes the Common Areas and Facilities described herein, which Common Areas and Facilities shall initially include a clubhouse that will be constructed of essentially the same types of materials as the Buildings, an outdoor swimming pool, an outdoor play area for children, and the landscaped areas, parking areas and private roadways in the locations identified on the Map.

4. Submission to the Act. Declarant hereby submits the Phase 2 portion of the Property and all Buildings and other improvements located thereon to the provisions of the Act. Consequently, the Property described in Section 3 of this Declaration, consisting of the Phase 1 portion of the Property and the Phase 2 portion of the Property, together with all Buildings and all other improvements located thereon has been submitted to the provisions of the Act by Declarant. All of said Project is and shall be held, conveyed, hypothecated, encumbered, leased,

subleased, rented, used and improved as a condominium project. All of the Project is and shall be subject to the covenants, conditions, restrictions, uses, limitations and obligations set forth herein, each and all of which are declared and agreed to be for the benefit of the Project and in furtherance of a plan for improvement of the Project and division thereof into Residential Units and Storage Units; further, each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, the successors and assigns of the Declarant, and any person acquiring, leasing, subleasing or owning an interest in the real property and improvements comprising the Project, their assigns, lessees, sublessees, heirs, executors, administrators, devisees and successors. The Declarant and the Condominium Association are each hereby granted a limited license to use the name "Stone Haven Condominiums" in connection with the administration, sale and operation of their respective interests in the Project.

5. Section 6.2 of the Initial Declaration is hereby amended and restated in its entirety to read as follows:

6.2 The undivided interest in the Common Areas and Facilities appurtenant to each Unit in the Project is based upon the Par Value of such Unit, which is determined by the number of points allocated to each Unit. Ten points (the Par Value) shall be allocated to each Residential Unit, and one point (the Par Value) shall be allocated to each Storage Unit. The percentage or fraction of undivided interest in the Common Areas and Facilities appurtenant to each Unit shall be determined by dividing the number of points allocated to that Unit by the total number of points allocated to all Units in the Project. In accordance with the provisions of the Act, the statement of Par Value shall not be considered to reflect or control the sales price or fair market value of any Unit. Except as otherwise provided in this Declaration, the undivided interest appurtenant to each Unit shall have a permanent character and shall not be altered; provided, however, Declarant reserves the right to allocate points with respect to Units created pursuant to Section 8 hereof, and to adjust the undivided interest of each Unit in the Common Areas and Facilities following any addition of Units to the Project, in accordance with the formula set forth in Section 8 hereof. The sum of the undivided interests in the Common Areas and Facilities allocated to all Units shall at all times equal one hundred percent. Declarant is authorized to round the undivided interest of one or more Units in order to cause the total to equal one hundred percent. The Condominium Association shall have the right and obligation to design, maintain, replace and otherwise control all landscaping on the Common Areas and Facilities. The Owners may not repair, replace, maintain or otherwise alter in any manner the landscaping in the Common Areas and Facilities.

6. Section 8.1.1 of the Initial Declaration is hereby amended to delete from the description of the Additional Land contained therein the real property described as Phase 2.

7. Sections 8.1.7 and 8.1.8 of the Initial Declaration are hereby amended and restated in their entirety to read as follows:

8.1.7 Declarant shall calculate and revise the undivided interest for each Unit in Common Areas and Facilities based upon the following formula:

$$\frac{\text{Number of points assigned to a Unit pursuant to Section 6.2 hereof}}{\text{Total number of points assigned to all the Units}} = \text{Undivided Interest in the Common Areas and Facilities of the Project}$$

Declarant shall have the right to adjust the resulting ownership interests of all Units in the Common Areas and Facilities of the Project as may be necessary to assure that the total ownership interest equals 100% as required by the Act.

8.1.8 Each Owner, by execution of a contract for deed or the acceptance of a deed to a Unit in the Project, shall be deemed to have consented to all provisions of this Section, including the procedure for adjustment of Unit ownership interests pursuant to paragraph 8.1.7 hereof. After the filing for record of any Amendment to this Declaration and the Supplemental Map reflecting Declarant's exercise of the Option to Expand, or any part thereof, legal and equitable title to each Unit thereby created within the Additional Land including its appurtenant ownership interest in the Common Areas and Facilities shall be vested in and held by Declarant, and none of the other Owners shall have any claim or title to or interest in such Unit or its appurtenant ownership interest in the Common Areas and Facilities.

8. Pursuant to Section 8.1.6 of Initial Declaration, the ownership interest in the Common Area and Facilities for all Units in the Project is hereby amended and restated to be as set forth in Exhibit A attached to this Amendment No. 1 and incorporated herein by this reference.

9. Section 12.2 of the Initial Declaration is hereby amended and restated in its entirety to read as follows:

12.2 Title to a part of a Residential Unit or to a Storage Unit within the Project may not be separated from any other part thereof during the period of ownership, and each Residential Unit and each Storage Unit (and the undivided interest in the Common Areas and Facilities appurtenant to each Unit) shall always be conveyed, devised, encumbered and otherwise affected only as a complete Residential Unit or a complete Storage Unit. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Residential Unit or of a Storage Unit shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Residential Unit or Storage Unit, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Condominium Association as herein set forth.

10. Section 12.4 of the Initial Declaration is hereby amended and restated in its entirety to read as follows:

12.4 Each Owner shall have the right to encumber his interest in a Unit with a Mortgage. However, no Owner shall attempt to or shall have the right to encumber the Common Areas and Facilities or any part thereof, except the undivided interest therein appurtenant to his interest in a Unit. Any Mortgage of any Unit within the Project shall be subordinate to all of the provisions of this Declaration, and in the event of foreclosure the provisions of this Declaration shall be binding upon any Owner whose title is derived through foreclosure by private power of sale, judicial foreclosure, or otherwise.

11. Section 12.6 of the Initial Declaration is hereby amended and restated in its entirety to read as follows:

12.6 Every contract for the sale of a Residential Unit or a Storage Unit and every other instrument affecting title to a Residential Unit or a Storage Unit within the Project may describe a Unit by the name of the Project, the recording date for this Declaration, the county wherein the Project is located and its Unit Number as indicated in this Declaration or as shown on the Map. Such description will be construed to describe the Residential Unit or a Storage Unit, together with the undivided interest in the Common Areas and Facilities appurtenant to a Unit, and to incorporate all the rights incident to ownership of a Residential Unit or a Storage Unit within the Project and all of the limitations on such ownership as described in this Declaration.

12. Section 23 of the Initial Declaration is hereby amended and restated in its entirety to read as follows:

**23. ASSESSMENT OF RESIDENTIAL UNITS BY THE CONDOMINIUM ASSOCIATION**

23.1 The making and collection of assessments by the Condominium Association from Owners of Residential Units for their share of Common Expenses shall be pursuant to the Condominium Bylaws and subject to the following provisions:

23.1.1 Each Owner, including Declarant, for each Residential Unit which it owns, shall be liable for a proportionate share of the Common Expenses, such share being the same as the ownership interest in the Common Areas and Facilities appurtenant to the Unit owned by such Owner. Two separate and distinct funds shall be created and maintained hereunder; one for operating expenses and one for capital expenses. Such combined expenses shall constitute the Common Expenses, and the funds received from Common Assessments under this Section 23 shall be the Common Expense Fund. Common Assessments shall include both Regular Common Assessments and Special Common Assessments. Until the Condominium Association makes an assessment for Common Expenses,

the Declarant shall pay all Common Expenses. After an assessment has been made by the Condominium Association, Regular Common Assessments must be made at least annually, based on a budget adopted at least annually by the Condominium Association in accordance with the provisions of this Declaration and the Condominium Bylaws. Regular Common Assessments shall be levied against each separate Unit, and shall commence as to all Units of the Project on the first day of the month following the closing of the first sale of a Unit.

23.1.2 The Condominium Association shall provide notice, by first class mail to all Owners, of any increase in the Regular Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date the increased Regular Common Assessment is due.

23.1.3 In addition to the Regular Common Assessments, the Association may levy in any calendar year Special Common Assessments applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, or a described capital improvement upon any Common Areas and Facilities, including the necessary fixtures and personal property related thereto, and other costs, expenses of operation or shortfalls in the collection of Common Assessments from the Owners. The portion of any Special Common Assessment levied against a particular Unit shall be equal to the percentage of undivided interest in the Common Areas and Facilities appurtenant to such Unit. The Condominium Management Committee shall provide notice by first class mail to all Owners of any Special Common Assessments not less than thirty (30) nor more than sixty (60) days prior to the date such Assessment is due.

23.1.4 All Common Assessments shall be due as determined pursuant to the Condominium Bylaws. Common Assessments and any installments thereof not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Condominium Management Committee, from the date when due until paid. Furthermore, Owners who do not pay their Common Assessments when due shall be subject to a late fee in the amount of \$5.00 per day, plus interest, adjustable from year to year at the discretion of the Condominium Management Committee pursuant to the Cost of Living Index. Any payments of Common Assessments shall be first applied to accrued interest and late fees, and then to the Common Assessment payment first due. All Common Assessments to pay a judgment against the Condominium Association may be made only against the Units in the Project at the time the judgment was entered, in proportion to their liabilities for Common Expenses. If any Common Expense is caused by the misconduct of any Owner, the Condominium Association may assess that expense exclusively against such Owner's Unit(s). If the Owners' percentage interests in the Common Areas and Facilities are reallocated, assessments for Common Expenses and any installment thereof not yet due must be recalculated in accordance with the reallocated percentage interests of the Owners.



23.1.5 The Condominium Management Committee shall have the right to assess a fine against the Owner of a Unit, after the requirements of this Section 23.1.5 have been met, for a violation of the rules and regulations of the Condominium Association, which have been promulgated in accordance with the Act, this Declaration and the Condominium By-Laws. Before assessing a fine against the Owner of a Unit, the Condominium Management Committee shall give written notice to the Owner of the Unit of the violation, which notice shall inform the Owner that a fine will be imposed if the violation is not cured within the time limit provided in this Declaration, the Condominium By-Laws or the rules and regulations adopted by the Condominium Management Committee, which cure period shall be in any event at least 48 hours. A fine assessed under this Section 23.1.5 shall: (a) be made only for a violation of a rule or regulation which is specifically listed in this Declaration, the Condominium By-Laws or the rules and regulations adopted by the Condominium Management Committee as an offense which is subject to a fine; (b) be in the amount specifically provided for in this Declaration, the Condominium By-Laws or the rules and regulations for that specific type of violation, not to exceed \$500; and (c) accrue interest at the rate of eighteen percent (18%) per annum, or at such lower rate of interest as may be set by the Condominium Management Committee, if the fine is not paid on or before ten (10) days after the date that the notice of the fine is sent to the Owner. Cumulative fines for a continuing violation may not exceed \$500 per month. The Owner of a Unit who is assessed a fine under this Section 23.1.5 may request an informal hearing to protest or dispute the fine by delivering written notice to the Condominium Management Committee of the request for a hearing, which notice shall be delivered to the Condominium Management Committee within thirty (30) days after the date the fine is assessed. The informal hearing before the Condominium Management Committee shall occur within thirty (30) days after the date that the Owner of the Unit delivers to the Condominium Management Committee written notice requesting the hearing. At the hearing, one or more members of the Condominium Management Committee shall present in an informal setting evidence of the violation of the rule or regulation which gave rise to the fine. The Owner contesting the fine shall be entitled to present evidence in an informal setting to challenge the alleged occurrence of the violation of the rule or regulation and such other evidence and information as the Owner determines to be applicable or appropriate. The Condominium Management Committee shall issue its decision in writing with respect to such Owner's protest or dispute within ten (10) days following the conclusion of the hearing. No interest or late fees may accrue until after the hearing has been conducted and a final decision has been rendered. The Owner of a Unit may appeal a fine issued under this Section 23.1.5 by initiating a civil action within 180 days after: (a) a hearing has been held and a final decision has been rendered by the Condominium Management Committee as described in this Section 23.1.5; or (b) the time for the Owner to request an informal hearing under this Section 23.1.5 has expired without the Owner making such a request. A fine assessed under this Section 23.1.5 which remains unpaid after the time has expired for an Owner to commence a civil action to appeal the fine, as provided in the foregoing sentence, becomes a lien against the Residential

Unit and any Storage Unit owned by such Owner within the Project in accordance with the same standards as a lien for the non-payment of Common Assessments as provided in Section 23.1.6 of this Declaration.

23.1.6 There shall be a lien upon the applicable Unit for all unpaid Regular and Special Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to this Declaration and the Act and for unpaid fines as provided in Section 23.1.5 hereof. The lien for unpaid Regular and Special Common Assessments, fines, and related charges shall be effective upon recordation in the Office of the Recorder of Salt Lake County, Utah of a written notice of lien by the Condominium Management Committee or the Manager. Such lien shall be superior (prior) to all other liens and encumbrances except liens and encumbrances recorded before recordation of this Declaration, a Mortgage on a Unit guaranteed by VA, a First Mortgage on a Unit as provided for in Section 21.3 hereof and assessments, liens and charges in favor of the state or any political subdivision thereof, for taxes and other governmental assessments or charges past due and unpaid on the Unit. The sale or transfer of any Unit pursuant to mortgage foreclosure of a First Mortgage or any proceeding in lieu thereof extinguishes the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer of a Unit pursuant to a mortgage foreclosure of a First Mortgage or any proceeding in lieu thereof relieves such Unit from liability for any assessments thereafter becoming due or from the lien thereof. Such lien may be enforced by judicial foreclosure or by non-judicial foreclosure in the same manner in which mortgages and deeds of trust on real property may be foreclosed in the State of Utah. A lien for unpaid assessments shall be enforced in accordance with the provisions of this Section 23 or the then applicable provisions of the Act. The lien procedures described herein do not prohibit actions to recover sums for which the Act creates a lien or prohibit the Condominium Association from taking a deed in lieu of foreclosure. A judgment or decree in any action brought hereunder must include costs and reasonable attorneys' fees for the prevailing party. The Condominium Management Committee upon written request shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Unit. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Condominium Association, the Condominium Management Committee, the Manager and every Owner, in favor of all who rely on such statement in good faith. All Regular and Special Common Assessments, fines, late fees, interest and costs payable by an Owner to the Condominium Association, as provided in this Declaration, shall be the personal obligation of the Owner who is the Owner of the applicable Unit at the time the Regular or Special Common Assessment, fines or other charge is assessed. Even though the lien against the applicable Unit for all unpaid Regular and Special Common Assessments, fines, interest and costs continues until paid as provided in this Declaration, the personal obligation of an Owner for delinquent amounts shall not pass to such Owner's successor in title or interest, unless such delinquent amounts are assumed by the successors or unless required by applicable law.

23.2 The Condominium Management Committee shall include in the periodic assessments to the Owners amounts representing sums to be set aside and accumulated in a reserve fund to be used for the periodic maintenance, repair and replacement of the Common Areas and Facilities of the Project. Additionally, the Condominium Management Committee shall establish a working capital fund for the initial months of the Project operations equal to at least a 2 months' estimated Regular Common Assessment for each Unit.

23.3 The Condominium Management Committee shall not expend funds designated as reserves for any purpose other than the repair, restoration, replacement or maintenance of major components of the Common Areas and Facilities for which the Condominium Association is responsible and for which the reserve fund was established or for litigation involving such matters. Nevertheless, the Condominium Management Committee may authorize the temporary transfer of money from the reserve account to the Condominium Association's operating account from time to time to meet short term cash flow requirements and pay other expenses. Any such funds so transferred shall constitute a debt of the Condominium Association, and shall be restored and returned to the reserve account within three (3) years of the date of the initial transfer; provided, however, the Condominium Management Committee may, upon making a documented finding that a delay in the restoration of such funds to the reserve account would be in the best interests of the Project and the Condominium Association, delay such restoration until the time it reasonably determines to be necessary. The Condominium Management Committee shall exercise prudent fiscal management in the timing of restoring any transferred funds to the reserve account and shall, if necessary, levy a Special Common Assessment to recover the full amount of the expended funds within the time limit specified above. Any such Special Common Assessment shall not be subject to the limitations set forth in Section 23.1.3 hereof. If the current replacement value of the major components of the Common Areas and Facilities which the Condominium Association is obligated to repair, replace, restore or maintain is equal to or greater than one-half of the total budgeted Common Expenses for any fiscal year, then at least once every three (3) years the Condominium Management Committee shall cause a study to be conducted of the reserve account of the Condominium Association and its adequacy to satisfy anticipated future expenditure requirements. The Condominium Management Committee shall, thereafter, annually review the reserve account study and shall consider and implement necessary adjustments to reserve account requirements and funding as a result of that review. Any reserve account study shall include, at a minimum:

(a) Identification of the major components which the Condominium Association is obligated to repair, replace, restore or maintain which, as of the date of the study, have a useful life of less than 30 years.

(b) Identification of the probable remaining useful life of the items identified in subparagraph a, above, as of the date of the study.

(c) An estimate of the cost of repair, replacement, restoration or maintenance of each item identified in subparagraph a, above, during and at the end of its useful life.

(d) An estimate of the total annual contribution necessary to defray the cost to repair, replace, restore or maintain each item during and at the end of its useful life, after subtracting total reserve funds as of the date of the study.

For the purposes of this Section, the term "reserve account requirements" means the estimated funds which the Condominium Management Committee has determined are required to be available at a specified point in time to repair, replace or restore those major components which the Condominium Association is obligated to maintain.

23.4 If an Owner shall at any time lease his Unit and shall default in the payment of assessments, the Condominium Management Committee may, at its option, so long as such default shall continue, demand and receive from any tenant of the Owner the rent due or becoming due, and the payment of such rent to the Condominium Management Committee shall be sufficient payment and discharge of such tenant and the Owner for such assessments to the extent of the amount so paid.

13. Except as expressly provided in this Amendment No. 1, all other terms and conditions of Initial Declaration are unmodified and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment No. 1 as of the date first above written.

D. R. HORTON, INC., a Delaware corporation

By: Rustin J. Tolbert V.P.  
Rustin J. Tolbert  
Vice President

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

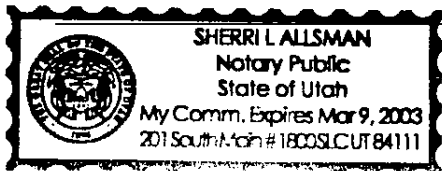
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2003, by Rustin J. Tolbert, the Vice President of D. R. Horton, Inc., a Delaware corporation.

Sherril L. Allsman  
NOTARY PUBLIC

My Commission Expires:

Residing at:

Salt Lake City, UT



**EXHIBIT A  
TO  
AMENDMENT NO. 1 TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
STONE HAVEN CONDOMINIUMS**

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(Schedule of Units)

<u>RESIDENTIAL UNIT NUMBER</u>	<u>PAR VALUE OF THE RESIDENTIAL UNIT</u>	<u>FRACTION OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES ALLOCATED TO EACH RESIDENTIAL UNIT</u>
1-101	10	10/603
1-102	10	10/603
1-103	10	10/603
1-104	10	10/603
1-105	10	10/603
1-106	10	10/603
1-107	10	10/603
1-108	10	10/603
1-209	10	10/603
1-210	10	10/603
1-211	10	10/603
1-212	10	10/603
1-213	10	10/603
1-214	10	10/603
1-215	10	10/603
1-216	10	10/603
1-317	10	10/603
1-318	10	10/603
1-319	10	10/603
1-320	10	10/603
1-321	10	10/603
1-322	10	10/603
1-323	10	10/603
1-324	10	10/603
1-425	10	10/603
1-426	10	10/603
1-427	10	10/603
1-428	10	10/603
1-429	10	10/603
1-430	10	10/603
1-431	10	10/603
1-432	10	10/603

<u>RESIDENTIAL UNIT NUMBER</u>	<u>PAR VALUE OF THE RESIDENTIAL UNIT</u>	<u>FRACTION OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES ALLOCATED TO EACH RESIDENTIAL UNIT</u>
2-101	10	10/603
2-102	10	10/603
2-103	10	10/603
2-104	10	10/603
2-105	10	10/603
2-106	10	10/603
2-207	10	10/603
2-208	10	10/603
2-209	10	10/603
2-210	10	10/603
2-211	10	10/603
2-212	10	10/603
2-313	10	10/603
2-314	10	10/603
2-315	10	10/603
2-316	10	10/603
2-317	10	10/603
2-318	10	10/603
2-419	10	10/603
2-420	10	10/603
2-421	10	10/603
2-422	10	10/603
2-423	10	10/603
2-424	10	10/603

<u>STORAGE UNIT NUMBER</u>	<u>PAR VALUE OF THE STORAGE UNIT</u>	<u>FRACTION OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES ALLOCATED TO EACH STORAGE UNIT</u>
201	1	1/603
202	1	1/603
203	1	1/603
204	1	1/603
205	1	1/603
206	1	1/603
207	1	1/603
208	1	1/603
209	1	1/603
210	1	1/603
211	1	1/603
212	1	1/603

<u>STORAGE UNIT NUMBER</u>	<u>PAR VALUE OF THE STORAGE UNIT</u>	<u>FRACTION OF UNDIVIDED INTEREST IN THE COMMON AREAS AND FACILITIES ALLOCATED TO EACH STORAGE UNIT</u>
213	1	1/603
214	1	1/603
215	1	1/603
216	1	1/603
217	1	1/603
218	1	1/603
219	1	1/603
220	1	1/603
221	1	1/603
222	1	1/603
223	1	1/603
224	1	1/603
225	1	1/603
226	1	1/603
227	1	1/603
228	1	1/603
229	1	1/603
230	1	1/603
231	1	1/603
232	1	1/603
233	1	1/603
234	1	1/603
235	1	1/603
236	1	1/603
237	1	1/603
238	1	1/603
239	1	1/603
240	1	1/603
241	1	1/603
242	1	1/603
243	1	1/603
		100.00% Total



**EXHIBIT B  
TO  
AMENDMENT NO. 1 TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
STONE HAVEN CONDOMINIUMS**

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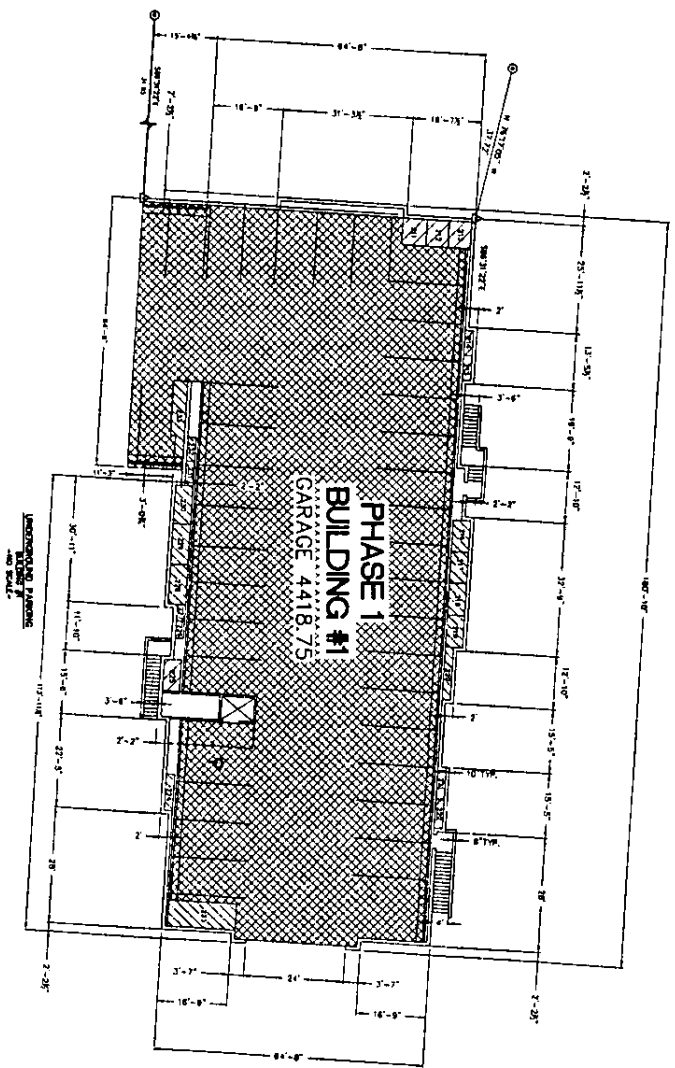
**EXHIBIT C  
TO  
AMENDMENT NO. 1 TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
STONE HAVEN CONDOMINIUMS**

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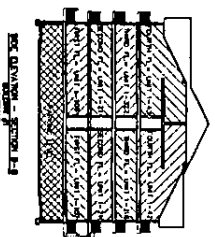
(Reduced Copy of Map)

THE REDUCED COPIES OF THE STONE HAVEN CONDOMINIUMS PHASE 1 SECOND AMENDMENT RECORD OF SURVEY MAP AND THE STONE HAVEN CONDOMINIUMS PHASE 2 RECORD OF SURVEY MAP ATTACHED AS EXHIBIT C ARE INCLUDED HEREIN ONLY FOR THE CONVENIENCE OF THE READER OF THIS DECLARATION. ALL REFERENCES TO THE "MAP" CONTAINED IN THE DECLARATION ARE REFERENCES TO THE FULL SIZED RECORD OF SURVEY MAPS RECORDED IN THE OFFICE OF THE RECORDER OF SALT LAKE COUNTY, UTAH, AND NOT TO THESE REDUCED COPIES.



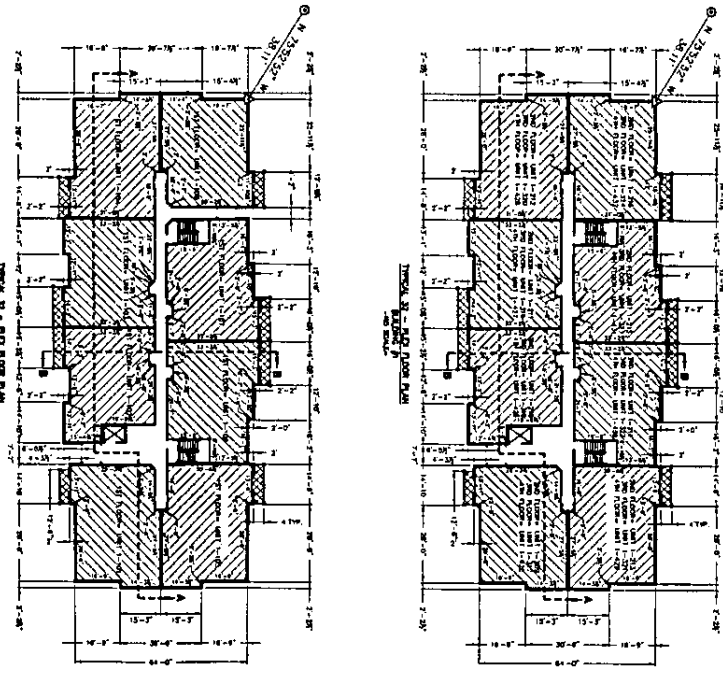


NO.	DESCRIPTION	QTY	UNIT	AMOUNT
1	CONCRETE			
2	STEEL			
3	BRICK			
4	GLASS			
5	WOOD			
6	PAINT			
7	ROOFING			
8	MECHANICAL			
9	ELECTRICAL			
10	PLUMBING			
11	LANDSCAPE			
12	UTILITIES			
13	FINISHES			
14	FIXTURES			
15	DOORS			
16	WINDOWS			
17	STAIRS			
18	ELEVATORS			
19	MECHANICAL ROOMS			
20	ELECTRICAL ROOMS			
21	PLUMBING ROOMS			
22	STORAGE ROOMS			
23	OFFICES			
24	RECEPTION			
25	RESTROOMS			
26	LOCKERS			
27	SHOWERS			
28	CHANGE ROOMS			
29	LOCKER ROOMS			
30	STORAGE ROOMS			
31	OFFICES			
32	RECEPTION			
33	RESTROOMS			
34	LOCKERS			
35	SHOWERS			
36	CHANGE ROOMS			
37	LOCKER ROOMS			
38	STORAGE ROOMS			
39	OFFICES			
40	RECEPTION			
41	RESTROOMS			
42	LOCKERS			
43	SHOWERS			
44	CHANGE ROOMS			
45	LOCKER ROOMS			
46	STORAGE ROOMS			
47	OFFICES			
48	RECEPTION			
49	RESTROOMS			
50	LOCKERS			
51	SHOWERS			
52	CHANGE ROOMS			
53	LOCKER ROOMS			
54	STORAGE ROOMS			
55	OFFICES			
56	RECEPTION			
57	RESTROOMS			
58	LOCKERS			
59	SHOWERS			
60	CHANGE ROOMS			
61	LOCKER ROOMS			
62	STORAGE ROOMS			
63	OFFICES			
64	RECEPTION			
65	RESTROOMS			
66	LOCKERS			
67	SHOWERS			
68	CHANGE ROOMS			
69	LOCKER ROOMS			
70	STORAGE ROOMS			
71	OFFICES			
72	RECEPTION			
73	RESTROOMS			
74	LOCKERS			
75	SHOWERS			
76	CHANGE ROOMS			
77	LOCKER ROOMS			
78	STORAGE ROOMS			
79	OFFICES			
80	RECEPTION			
81	RESTROOMS			
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83	SHOWERS			
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88	RECEPTION			
89	RESTROOMS			
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91	SHOWERS			
92	CHANGE ROOMS			
93	LOCKER ROOMS			
94	STORAGE ROOMS			
95	OFFICES			
96	RECEPTION			
97	RESTROOMS			
98	LOCKERS			
99	SHOWERS			
100	CHANGE ROOMS			



**SECTION THROUGH GARAGE**  
 - AND ROOF -

**LEGEND**  
 ○ Reinforcing Concrete  
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**STONE HAVEN CONDOMINIUMS**  
**PHASE 1 SECOND AMENDMENT**  
 A CONDOMINIUM PROJECT  
 SALT LAKE CITY, UT  
 IN SCALE  
 MAY 1988

**ROBBIE ENGINEERING, INC.**  
 ENGINEERING ARCHITECTS  
 100 S. 1000 E.  
 SALT LAKE CITY, UT 84143  
 (801) 466-1111

**LEGEND**  
 ○ Reinforcing Concrete  
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DATE: 02-24-80 DRAWN BY: J. J. JENSEN CHECKED BY: J. J. JENSEN  
 PROJECT: STONE HAVEN CONDOMINIUMS PHASE 1 SECOND AMENDMENT  
 SHEET: 16 OF 17



