

When Recorded Return To:  
D.R. Horton, Inc.  
12351 Gateway Park Place  
Suite D-100  
Draper, Utah 84020  
Attention: Boyd A. Martin

**FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
THE VILLAS AT MONARCH MEADOWS  
an Expandable Utah Condominium Project**

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR THE VILLAS AT MONARCH MEADOWS, an Expandable Utah Condominium Project (this "**Amendment**") is made and executed as of September 26, 2006, by D.R. HORTON, INC., a Delaware corporation ("**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**").

A. D.R. Horton, Inc. is the successor by assignment of Centex Homes, a Nevada general partnership, as the "**Declarant**" under that certain Declaration of Condominium for The Villas At Monarch Meadows, an Expandable Utah Condominium Project, recorded May 25, 2004 as Entry No. 9071595 in Book 8992, beginning at Page 2228 in the Office of the Recorder of Salt Lake County, Utah (the "**Declaration**"). The Declaration governs the condominium project commonly known as "The Villas at Monarch Meadows" located in Riverton City, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein (the "**Project**").

B. The Declaration has been previously amended by nineteen Supplements to Declaration of Condominium for The Villas At Monarch Meadows, pursuant to which the Declarant added a portion of the Additional Land (as that term is defined in the Declaration) to the Project and increased the number of Units in the Project.

C. Under Section 19.3 of the Declaration, Declarant may unilaterally amend the all or any part of this Declaration to such extent and with such language as may be requested by a State Department of Real Estate (or similar agency), the Federal Housing Administration of the United States Department of Housing and Urban Development, Department of Veterans Affairs, the Federal Home Loan Mortgage Corporation or the Mortgage Corporation, or Federal National Mortgage Association ("**FNMA**").

D. Declarant desires now to amend the Declaration to comply with the legal policies promulgated by the United States Department of Housing and Urban Development as requested by FNMA.

NOW, THEREFORE, Declarant hereby declares and provides as follows:

1. Definitions. Unless the context clearly requires otherwise, all the terms which are defined in the Declaration shall carry the same meaning when used in this Amendment.

2. Exercise of Option to Expand. Section 7.1.11 of the Declaration is hereby amended to include the following sentence:

“If FNMA holds any mortgage in the existing Phases of the Project at the time Additional Property is to be added, FNMA must be furnished with title evidence, in a form satisfactory to it, which discloses any lien, easement or other encumbrance affecting the all or any part of the Additional Property or which will affect the existing Phases after such addition.”

3. Declarant Control. Section 10.3(b) of the Declaration is hereby deleted in its entirety and replaced with the following:

“(b) one hundred twenty days (120) after Units to which three-fourths (3/4) of the Undivided Interest in the Common Areas and Facilities appertain have been conveyed to Owners, or after all Additional Land has been added to the Project, whichever last occurs.”

4. Calculation of Damages. Section 17.2 of the Declaration is hereby amended to include the following as sentence:

“In the event of a taking or acquisition of part of all of the Common Areas and Facilities by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for Owners and the First Mortgagees as their interests may appear.”

5. Events Requiring Notice. Section 18.1 of the Declaration is hereby amended to include a new Section 18.1.6 as follows:

“18.1.6 Any restriction on the purposes of any Unit or Common Areas and Facilities.”

6. Records. Section 18.3 of the Declaration is hereby amended to include the following sentence:

“In addition, upon written request from any of the agencies or corporations which have an interest or prospective interest in the

Project, the Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.”

7. Easements. Upon the exercise of any easement reserved to Declarant, including those easements reserved in Section 22 of the Declaration, the user of such easement shall be have an obligation to restore the property subject to the easement to a condition substantially similar to its condition prior to the exercise of the easement, where appropriate. Such restoration shall be made as soon as practicable following the disturbance of the easement property.

8. Effective Date. This Amendment shall be effective upon recording in the Office of the Recorder of Salt Lake County, Utah. Except as herein expressly provided, the Declaration shall remain in all other respects unmodified and in full force and effect.

[Signature Page Follows]

**EXHIBIT A  
TO  
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM  
FOR  
THE VILLAS AT MONARCH MEADOWS**

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Legal Description of the Project

Legal Description of Phase 18

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT A BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SAID SECTION 1, THENCE SOUTH  $00^{\circ}26'28''$  EAST ALONG THE SECTION LINE 1376.09 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH  $00^{\circ}26'28''$  EAST 953.98 FEET ALONG THE SECTION LINE TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH  $66^{\circ}58'42''$  WEST, A RADIAL DISTANCE OF 653.98 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF  $42^{\circ}12'11''$ , A DISTANCE OF 481.71 FEET; THENCE NORTH  $65^{\circ}24'09''$  WEST 327.78 FEET; THENCE NORTH  $24^{\circ}31'29''$  EAST 523.63 FEET; THENCE NORTH  $89^{\circ}33'27''$  EAST 401.19 FEET TO THE POINT OF BEGINNING.

CONTAINS 350,136 SQUARE FEET OR 8.038 ACRES, MORE OR LESS.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the date first above written.

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

By: *Micah Peters*  
Micah Peters  
Title: V. P. of Land Acquisition-Dr Horton, Inc

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

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of September, 2006 by Boyd A. Martin, in his capacity as the Vice President of D.R. Horton, Inc., a Delaware corporation.

*Lori Pili*  
NOTARY PUBLIC  
Residing at: Murray, UT

My Commission Expires:  
1-25-09

