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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 HIGHLAND TITLE AGENCY  
 BY: eCASH, DEPUTY - EF 91 P.

When Recorded, Mail to:

D.R. Horton, Inc.  
 12351 South Gateway Park Place, Suite D-100  
 Draper, Utah 84020  
 Attention: Micah W. Peters

Tax Parcel Nos.: *Copperfield Phase 3 - 60 Residential Lots*  
*Plat Recorded # 10163309*

**DECLARATION OF COVENANTS, CONDITIONS  
 AND RESTRICTIONS FOR  
 COPPERFIELD SUBDIVISION, PHASE 3**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COPPERFIELD SUBDIVISION, PHASE 3 (this "**Declaration**"), is made this 13<sup>th</sup> day of May, 2009, by D.R. HORTON, INC., a Delaware corporation ("**Declarant**").

**RECITALS:**

A. Declarant or Owners own certain real property (the "**Property**") located in Salt Lake County, Utah, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference.

B. The Property is part of a residential subdivision known as "Copperfield Subdivision," and is subject to that certain Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, recorded December 30, 2005 as Entry No. 9597911, in Book 9237, beginning on Page 4110 (the "**Master Declaration**"). The Property shall remain subject to the Master Declaration.

C. The covenants, conditions, and restrictions as set forth in this Declaration are deemed to be covenants running with the land, mutually burdening and benefiting all of the Property and each of the Lots.

D. Declarant is preparing the necessary documents for the incorporation and organization of the Association, which Association shall maintain the Detention Pond as hereinafter described, provide for the management and operation of the Detention Pond, levy and collect Common Assessments, and administer and enforce the terms of this Declaration.

E. Declarant and Owners each hereby consent to the recordation of this Declaration against the Property.

**ARTICLE 1  
 DECLARATION**

Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to and in strict accordance with all of the terms and conditions of this Declaration, including without limitation all of the covenants,

conditions and restrictions set forth herein, all of which are created for the mutual benefit of the Owners of the Property and the Lots. All of the terms and conditions of this Declaration, including without limitation all covenants, conditions and restrictions set forth herein, are intended to and shall in all cases run with the title of the land comprising the Property and shall be binding upon the Owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in the Property and shall inure to the benefit of all other Property in the Subdivision. All of the terms and conditions of this Declaration, including without limitation the covenants, conditions and restrictions set forth herein, shall be binding upon Declarant as well as all of Declarant's successors in interest, and may be enforced by Declarant, by the Association, or by any Owner.

## **ARTICLE 2 DEFINITIONS**

2.1 Unless the context clearly requires the application of a more general meaning, the following terms, whether capitalized or not, when used in this Declaration, shall have the following meanings:

"Articles" shall mean the Articles of Incorporation of Copperfield Owners' Association, Inc.

"Association" shall mean Copperfield Owners' Association, Inc., a Utah non-profit corporation, organized for the purposes set forth in this Declaration.

"Bylaws" shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, as amended from time to time.

"Common Assessments" shall mean those Assessment described in Section 12.1 to fund the Common Expenses, and include Regular Common Assessment, Special Common Assessments and any other assessments levied by the Association.

"Common Expenses" shall mean all expenses of the administration, maintenance, or repair of the Detention Pond and all other expenses denominated as Common Expenses by this Declaration.

"Common Expense Fund" shall mean one or more deposit or investment accounts of the Association into which are deposited the Common Assessments

"Declarant" shall mean and refer to D.R. Horton, Inc., a Delaware corporation.

"Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions for Copperfield Subdivision, Phase 3, together with any subsequent amendments or additions, and any other matters or conditions shown on the official Plat of Copperfield Subdivision, Phase 3, which are incorporated into this Declaration by reference.

"Detention Pond" shall mean the detention pond serving the Property, as shown on the Plat. Each Owner owns an undivided interest in the Detention Pond which interest is appurtenant to each Lot.

"Improvements" shall mean all structures and appurtenances of every type and kind, including but not limited to buildings, residences, garages and storage buildings.

"Lot" shall mean any numbered building Lot shown on the Plat of Copperfield Subdivision, Phase 3.

"Manager" shall mean the person, firm or company designated by the Association to manage, in whole or in part, the affairs of the Association and the Project.

"Management Committee" shall mean the Board of Directors of the Association, appointed or elected in accordance with this Declaration and the Bylaws.

"Master Declaration" Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, recorded December 30, 2005 as Entry No. 9597911, in Book 9237, beginning on Page 4110.

"Mortgage" shall mean any mortgage, deed of trust or other security instrument (including the seller's rights under a contract for deed) by which a Lot or any part thereof or interest therein is encumbered. A "First Mortgage" is a Mortgage having priority as to all other Mortgages encumbering a Lot or any part thereof or interest therein.

"Owner" shall mean the person or persons having title to any Lot as shown on the Plat of Copperfield Subdivision, Phase 3. Owner shall mean the person holding fee simple title, including the Declarant, and buyers under any contract for deed, but shall exclude any person or entity holding title for purposes of securing performance of an obligation.

"Plat" shall mean the Plat of Copperfield Subdivision, Phase 3, as approved by West Jordan and recorded in the office of the Recorder of Salt Lake County, Utah, and any amendments that may be made from time to time, including the addition of subsequent phases of the Subdivision, if any, provided that such subsequent phase of the Subdivision is made subject to the provisions of this Declaration by a supplemental declaration stating that such subsequent phase has been added to the Subdivision and is subject to this Declaration. Any such subsequent declaration must be recorded in the Office of the Recorder of Salt Lake County, Utah.

"Project" shall mean the Property, the Detention Pond, and all Improvements submitted by this Declaration.

"Property" shall mean all of the land described on the Plat, including Lots and roadways.

"Regular Common Assessments" shall mean the annual assessments levied by the Association to pay the budgeted Common Expenses.

"Special Common Assessments" shall mean assessments that the Association may levy from time to time, in addition to the Regular Common Assessments, for unexpected Common Expenses or other purposes as provided herein.

“Subdivision” shall mean the subdivision known as Copperfield Subdivision and all Lots and other Property within the Subdivision as shown on the Plat, and as it may be amended or expanded from time to time.

“Total Votes of the Association” shall mean the total number of votes appertaining to all Lots, as described in Section 11.6 hereof.

“West Jordan” shall mean the City of West Jordan, a Utah municipal corporation, and its appropriate departments and officials.

### **ARTICLE 3 OWNERSHIP OF DETENTION POND**

The Project shall include the Detention Pond as shown on the Plat. Each Owner shall own an undivided interest in the Detention Pond. The undivided interest in the Detention Pond appurtenant to each Lot shall be allocated equally among each Lot in the Project. The undivided interest in the Detention Pond appurtenant to each Lot shall be a fraction, the numerator of which is “1” and the denominator of which is the total number of Lots in the Project, as shown on the Plat. Alternatively, such fraction may be expressed as a decimal number. Except as otherwise provided in this Declaration, the undivided interest appurtenant to each Lot shall have a permanent character and shall not be altered. The sum of the undivided interest in the Detention Pond allocated to all Lots shall at all times equal one hundred percent (100%). Declarant is authorized to round the undivided interest of one or more Lots in order to cause the total to equal one hundred percent (100%). The Association shall have the right and obligation to design, maintain, replace and otherwise alter in any manner the Detention Pond. The Owners shall not have any right to use the Detention Pond, except as expressly permitted by the Management Committee.

### **ARTICLE 4 TITLE TO LOTS**

4.1 Title. Title to a Lot within the Project may be held or owned by any person or entity and in any manner in which title to any other real property may be held or owned in the State of Utah.

4.2 No Severance of Ownership. Title to a part of a Lot within the Project may not be separated from any other part thereof during the period of ownership, and each Lot and the undivided interest in the Detention Pond appurtenant to each Lot shall always be conveyed, devised, encumbered, and otherwise affected only as a complete Lot. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot shall be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the entire Lot, together with all appurtenant rights created by law and by this Declaration, including appurtenant membership in the Association as herein set forth.

4.3 No Partition of Detention Pond. The Detention Pond shall be owned in common by all of the Owners, and no Owner may bring any action for partition thereof.

4.4 Encumbrance of Lots. Each Owner shall have the right to encumber his interest in a Lot. However, no Owner shall attempt to or shall have the right to encumber the Detention Pond or any part thereof, except the undivided interest therein appurtenant to his interest in a Lot. Any Mortgage of any Lot 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.

4.5 No Unauthorized Liens. No labor performed or services or materials furnished with the consent of or at the request of an Owner may be the basis for the filing of a lien against the Lot of any other Owner, or against any part thereof, or against any other property of any other Owner, unless the other Owner has expressly consented to or requested the performance of such labor or furnishing of such services. Express consent shall be deemed to have been given by the Owner in the case of emergency repairs thereto. Labor performed or services or materials furnished for the Project, if authorized by the Association and provided for in this Declaration, shall be deemed to be performed or furnished with the express consent of each Owner. The Owner may remove his Lot from a lien against two or more Lots or any part thereof by payment to the holder of the lien of the fraction of the total sums secured by such lien which is attributable to his Lot.

4.6 Description of Lot. Every contract for the sale of a Lot and every other instrument affecting title to a Lot within the Project may describe a Lot by the name of the Project, the recording date for this Declaration, the county wherein the Project is located and its address. Such description will be construed to describe the Lot, together with the undivided interest in the Detention Pond appurtenant to a Lot, and to incorporate all the rights incident to ownership of a Lot within the Project and all of the limitations on such ownership as described in this Declaration.

4.7 Notice of Lot Ownership. Any person, on becoming an Owner, will furnish the Secretary of the Association with a photocopy or certified copy of the recorded instrument or such other evidence as may be specified by the Management Committee under the Bylaws or the Association rules, vesting the person with the interest required to make him an Owner. At the same time, Owner will provide the Association with the single name and address to which the Association will send any notices given pursuant to the governing documents of the Project. In the event of any change in the facts reported in the original written notice, including any change of ownership the Owner will give a new written notice to the Association containing all of the information required in the original notice. The Association will keep and preserve the most recent written notice received by the Association with respect to each Owner.

## **ARTICLE 5 CERTAIN ADDITIONAL DEVELOPMENTAL RIGHTS**

5.1 Reservation of Easement. Declarant hereby reserves an easement throughout the Project for a period of six (6) years from the recording of this Declaration for the purpose of completing all improvements contemplated by this Declaration and the Plat. Declarant's use of the easement reserved pursuant to this Section 5.1 is conditioned on the requirement

that Declarant shall repair and restore any damage caused by Declarant as the result of the use of the easement by Declarant. In order for Declarant to use the easement reserved pursuant to this Section 5.1, Declarant must reasonably determine that there is not a reasonably available alternate means of access.

5.2 Declarant Control. There is hereby established a Period of Declarant Control of the Association during which period Declarant or persons designated by it shall have the authority to appoint and remove the Association officers and members of the Management Committee. The Period of Declarant Control shall terminate on the later of: (a) five (5) years after the recordation in the Office of the Recorder of Salt Lake County, Utah of the Plat; or (b) one hundred twenty (120) days after the date 100% of the total number of Lots in the Project are conveyed to Owners other than Declarant; or (c) the date Declarant delivers to the Association written notice of Declarant's election to relinquish control of the Association.

## **ARTICLE 6 EASEMENTS**

The Management Committee, the Manager, and their respective agents, contractors, and assigns, shall have an easement for access, ingress, and egress as needed to access the Detention Pond and to, over, under, and across the Detention Pond, to make such use of the Detention Pond as may be necessary or convenient to perform the duties and functions that it is obligated or permitted to perform pursuant to this Declaration, including, without limitation, the right to construct and maintain the Detention Pond. All conveyances of Lots within the Project hereafter made, whether by Declarant or otherwise, shall be construed to grant and reserve such easements as are provided herein, even though no specific reference to such easements appears in any such conveyance.

## **ARTICLE 7 INSURANCE**

7.1 So long as this Declaration is in effect, the Association shall maintain, to the extent reasonably available, liability insurance in an amount determined by the Management Committee for all claims of personal injury, death and/or property damage arising out of a single occurrence pertaining to property damage in each occurrence covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Detention Pond. Such insurance policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Owner because of negligent acts of the Association, its committee members, its officers or the Owners. The scope of coverage must include all other coverage in the kinds and amounts required by private institutional mortgage investors for similar projects in location, construction and use.

7.2 When applicable, insurance policies carried by the Association shall provide the following:

(a) Each Owner, or the Association, as agent for each of the Owners, shall be an insured person under the policy with respect to liability or loss arising out of his interest in the Detention Pond or membership in the Association.

(b) The insurer waives its right to subrogation under the policy against any Owner or members of his household.

(c) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or operate as a condition to recovery under the policy by another person.

(d) All Owners as a class shall be named as additional insureds in any policy issued to the Association.

(e) The insurer shall acknowledge the insurance trust agreement, if any.

7.3 An insurance policy issued to the Association shall not prevent an Owner from obtaining insurance for his own benefit.

7.4 Any loss covered by the property policy under Section 7.1 shall be adjusted with the Association, but the insurance proceeds for that loss shall be payable to an insurance trustee designated for that purpose by the Association and not to the Association or any Mortgagee. The insurance trustee shall hold any insurance proceeds in trust for the Association, Owners and Mortgagees as their interests may appear. The Association or the trustee, as applicable, on behalf of and as trustee for all Owners and Mortgagees, individually and collectively, shall have the authority to adjust losses with respect to insurance secured and maintained by the Association, to pursue claims, negotiate and settle claims, and to enter into agreements relative to the same, and each Owner shall be deemed to have appointed the Association or the trustee, as applicable, as an attorney in fact for such purpose. Subject to the provisions of Article 9 of this Declaration, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Owners, and Mortgagees shall not be entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Project is terminated.

## ARTICLE 8 MAINTENANCE OBLIGATIONS

8.1 Detention Pond. The maintenance and repair of the Detention Pond, in accordance with City ordinance in order to maintain the functionality of the Detention Pond, shall be the responsibility of the Association, and the cost thereof shall be a Common Expense.

8.2 Access. The Association shall have the irrevocable right to have access to all Detention Pond from time to time during such reasonable hours as may be necessary for the maintenance or repair of the Detention Pond or for making any emergency repairs at any time and when necessary to prevent damage to the Detention Pond.

## **ARTICLE 9 DESTRUCTION OR DAMAGE**

In case of fire or any other disaster that causes damage or destruction to all or part of the Detention Pond, the Management Committee shall arrange for the prompt repair and restoration thereof, using the proceeds of insurance on the Detention Pond for that purpose, and the Owners shall be liable for assessment for any deficiency in proportion to their respective ownership interests in the Detention Pond. Reconstruction of the Detention Pond shall mean restoring to substantially the same condition existing prior to the damage or destruction, with the Detention Pond having approximately the same vertical and horizontal boundaries as before, unless the destruction or damage is by reason of eminent domain, in which event the provisions of Article 10 hereof shall apply.

## **ARTICLE 10 EMINENT DOMAIN**

10.1 Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury or destruction of all or part of Detention Pond by the exercise of the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation, the Management Committee and each Owner shall be entitled to notice thereof and the Management Committee shall, and the Owners at their respective expense may, participate in the proceedings incident thereto. The Management Committee, on behalf of all Owners, individually and collectively, shall have the authority to represent the Association and all Owners and in such regard shall represent their interests in proceedings, negotiations, settlement, and agreements, and each Owner shall be deemed to have appointed the Management Committee as attorney in fact for such purpose.

10.2 Any damages or awards shall be determined for such taking, injury, or destruction as a whole and not for each Owner's interest therein. Each Owner authorizes the Management Committee to use such damages or awards for replacing or restoring the Detention Pond so taken on the remaining land or on other acquired land, provided that this Declaration and the respective Plat are duly amended. Changes in the Detention Pond, and in the ownership of the Detention Pond that is affected by the taking referred to in this Article 10 shall be evidenced by an amendment to this Declaration and the respective Plat, which need not be approved by the Owners.

## **ARTICLE 11 OWNERS' ASSOCIATION AND MANAGEMENT COMMITTEE**

11.1 Association Governance. The management and maintenance of the Project and the administration of the affairs of the Association shall be conducted by a Management Committee consisting of three (3) natural persons as provided in the Bylaws. The Management Committee and the officers of the Association shall be elected, appointed, removed and replaced as provided in this Declaration and in the Bylaws.

11.2 Management Committee Responsibilities. Except as otherwise provided herein, the Management Committee shall have all the powers, duties and responsibilities as are



now or may hereafter be provided by this Declaration and the Bylaws, including but not limited to the following:

- (a) To make and enforce all rules and regulations covering the operation, use and maintenance of the Detention Pond.
- (b) To engage the services of the Manager, accountants, attorneys, or other employees or agents and to pay to said persons a reasonable compensation therefor.
- (c) To operate, maintain, repair, improve and replace the Detention Pond.
- (d) To determine and pay the Common Expenses.
- (e) To assess and collect the proportionate share of Common Expenses from the Owners, as provided in Section 12.1 and Section 13.5 herein.
- (f) To grant easements and licenses and enter into contracts, deeds, leases, and/or other written instruments or documents and to authorize the execution and delivery thereof by the appropriate officers.
- (g) To open bank accounts on behalf of the Association and to designate the signatories therefor.
- (h) To purchase, hold, sell, convey, mortgage or lease any one or more Lots in the name of the Association or its designee.
- (i) To bring, prosecute and settle litigation for itself, the Association and the Project, provided that it shall make no settlement which results in a liability against the Management Committee, the Association or the Project in excess of the maximum amount payable under the Association's insurance policies as required herein without the prior approval of the majority of the Total Votes of the Association at a meeting or by written ballot distributed to Owners by mail; provided, any settlement which would be paid from proceeds of insurance which may be settled by the Association's insurance carrier and which in either case results in no actual liability of funds of the Association shall not require Association approval.
- (j) To obtain insurance for the Association with respect to the Detention Pond, workers' compensation insurance, and any other insurance it deems necessary or appropriate to protect the Owners and the Association.
- (k) To repair or restore the Detention Pond following damage or destruction or a permanent taking by the power of or power in the nature of eminent domain or by an action or deed in lieu of condemnation.
- (l) To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Owners, items of personal property necessary to or convenient to the management of the business and affairs of the Association and the Management Committee and to the

operation of the Project, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(m) To keep adequate books and records and implement the policies and procedures for the inspection of the books and records of the Project by Owners in accordance with the terms of the Bylaws.

(n) To do all other acts necessary for the operation and maintenance of the Detention Pond.

(o) To prepare, adopt, amend and disseminate budgets and other information from time to time in accordance with the terms of the Bylaws.

(p) To grant easements and rights of way over the Detention Pond and to approve signage for the Project and enter into contracts with other entities. Such contracts may, among other things, obligate the Association to pay assessments and other costs associated with the maintenance of roads and other amenities that benefit the Association.

(q) The Management Committee may delegate to the Manager by written agreement all of the foregoing powers, duties and responsibilities referred to in this Section 11.2.

11.3 Mortgage. The Management Committee may convey or subject to a Mortgage all or portions of the Detention Pond, if authorized by the Owners entitled to cast a majority of the Total Votes of the Association.

#### 11.4 Liability.

(a) Members of the Management Committee, the officers and any assistant officers, agents and employees of the Association (i) shall not be liable to the Owners as a result of their activities as such for any mistake of judgment, negligence, or otherwise, except for their own willful misconduct or bad faith; (ii) shall have no personal liability in contract to an Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Association in their capacity as such; (iii) shall have no personal liability in tort to any Owner or any person or entity, direct or imputed, by virtue of acts performed by them, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and (iv) shall have no personal liability arising out of the use, misuse or condition of the Project, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

(b) In the event a member of the Management Committee is sued for liability for actions undertaken in his role as a member of the Management Committee, the Association shall indemnify him for his losses or claims, and undertake all costs of defense, until and unless it is proven that he acted with willful or wanton misfeasance or with gross negligence. After such proof, the Association is no longer liable for the cost of defense and may recover costs already expended from the member of the Management

Committee who so acted. Members of the Management Committee are not personally liable to the victims of crimes occurring at the Project. Punitive damages may not be recovered against the Association, but may be recovered from persons whose activity gave rise to the damages.

(c) Notwithstanding the duty of the Association to maintain and repair portions of the Project, and except to the extent covered by Association insurance as described herein, the Association shall not be liable to owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of those portions of the Project to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

11.5 Review of Records. The Association, acting through the Management Committee, shall make available to prospective purchasers of Lots within the Project current copies of this Declaration, the Articles, the Bylaws, other rules and regulations adopted by the Management Committee governing or pertaining to the Project, and the most recent audited financial statement of the Association, if an audited financial statement is prepared. As used in this Section 11.5, the term “available” shall at least mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

11.6 Voting. At any meeting of the Association, each Owner of a Lot, either in person or by proxy, shall be entitled to vote the number of votes appurtenant to each respective Lot. Each Lot is assigned one equal vote, subject to the limitations on voting set forth in this Association. No vote shall be exercised for any property exempt from assessment under this Declaration. During the Period of Declarant Control, no vote shall be exercised for Lots that the Declarant owns; rather, the Declarant’s consent shall be required for actions of the Management Committee. The number of votes appurtenant to each Lot shall have a permanent character, and, except as otherwise permitted and provide for in this Declaration, shall not be altered without the unanimous consent of all Owners expressed in a duly recorded amendment.

## **ARTICLE 12**

### **ASSESSMENT OF LOTS BY THE ASSOCIATION**

12.1 Common Assessments. The making and collection of assessments by the Association from Owners of Lots for their share of Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

(a) Each Owner, including Declarant, for each Lot 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 Detention Pond appurtenant to the Lot 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 Article 12 shall be the Common Expense Fund. Common Assessments shall include both Regular Common Assessments and Special Common Assessments. Until the Association makes an assessment for Common Expenses, the Declarant shall pay all

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

(b) The 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.

(c) 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 Detention Pond, 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 Lot shall be equal to the percentage of undivided interest in the Detention Pond appurtenant to such Lot. The 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.

(d) All Common Assessments shall be due as determined pursuant to the 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 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 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 Association may be made only against the Lots 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 Association may assess that expense exclusively against such Owner's Lot(s). If the Owners' percentage interests in the Detention Pond 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.

(e) The Management Committee shall have the right to assess a fine against the Owner of a Lot, after the requirements of this Section 12.1(e) have been met, for a violation of the rules and regulations of the Association, which have been promulgated in accordance with this Declaration and the By-Laws. Before assessing a fine against the Owner of a Lot, the Management Committee shall give written notice to the Owner of the Lot 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 By-Laws or the rules and regulations adopted by the Management Committee, which cure period shall be in any event at least 48 hours. A fine assessed under this Section 12.1(e) shall: (a) be made only for a violation of a rule or regulation which is specifically listed in this Declaration, the By-Laws or the rules and regulations adopted by the Management Committee as an offense which is subject to a fine; (b) be in the amount specifically provided for in this Declaration, the 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 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 Lot who is assessed a fine under this Section 12.1(e) may request an informal hearing to protest or dispute the fine by delivering written notice to the Management Committee of the request for a hearing, which notice shall be delivered to the Management Committee within thirty (30) days after the date the fine is assessed. The informal hearing before the Management Committee shall occur within thirty (30) days after the date that the Owner of the Lot delivers to the Management Committee written notice requesting the hearing. At the hearing, one or more members of the 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 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 Lot may appeal a fine issued under this Section 12.1(e) by initiating a civil action within 180 days after: (a) a hearing has been held and a final decision has been rendered by the Management Committee as described in this Section 12.1(e); or (b) the time for the Owner to request an informal hearing under this Section 12.1(e) has expired without the Owner making such a request. A fine assessed under this Section 12.1(e) 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 Lot 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 12.1(f) of this Declaration.

(f) There shall be a lien upon the applicable Lot for all unpaid Regular and Special Common Assessments, together with late fees, interest and costs (including attorneys' fees) charged pursuant to this Declaration and Utah State law and for unpaid fines as provided in Section 12.1(e) 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 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 Lot guaranteed by VA, a First Mortgage on a Lot, 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 Lot. The sale or transfer of any Lot 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 Lot pursuant to a mortgage foreclosure of a First Mortgage or any proceeding in lieu thereof relieves such Lot 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 Article 12 or as provided by Utah State law. The lien procedures described herein do not prohibit actions to recover sums for which the Utah State law creates a lien or prohibit the 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 Management Committee upon written request shall furnish to an Owner a statement setting forth the amount of unpaid assessments against the Lot. This statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the 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 Association, as provided in this Declaration, shall be the personal obligation of the Owner who is the Owner of the applicable Lot at the time the Regular or Special Common Assessment, fines or other charge is assessed. Even though the lien against the applicable Lot 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.

12.2 Capital Reserves and Working Capital Fund. The 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 and repair of the Detention Pond. Additionally, the 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 Lot. Such amount shall be determined by Declarant and shall be paid upon the closing of any purchase of a Lot.

12.3 Expenditure of Capital Reserves. The Management Committee shall not expend funds designated as reserves for any purpose other than the repair, restoration, or maintenance of major components of the Detention Pond for which the Association is responsible and for which the reserve fund was established or for litigation involving such matters. Nevertheless, the Management Committee may authorize the temporary transfer of money from the reserve account to the 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 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 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 Association, delay such restoration until the time it reasonably determines to be necessary. The 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 12.1(c) hereof. If the current replacement value of the major components of the Detention Pond which the 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 Management Committee shall cause a study to be conducted of the reserve account of the Association and its adequacy to satisfy anticipated future expenditure requirements. The 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:

- (i) Identification of the probable remaining useful life of the items identified in subparagraph (i), above, as of the date of the study.
- (ii) An estimate of the cost of repair, restoration, or maintenance of each item identified in subparagraph (a), above.
- (iii) 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 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 Association is obligated to maintain.

12.4 If an Owner shall at any time lease his Lot and shall default in the payment of assessments, the 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 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.

### **ARTICLE 13 ENFORCEMENT**

13.1 All Owners, guests or lessees of an Owner, persons under Owner's control, and the Association shall strictly comply with the provisions of this Declaration, the Bylaws and the rules and regulations of the Association and decisions issued pursuant thereto. Failure to so comply shall be grounds for: (i) an action to recover sums due for damages or injunctive relief or both, maintainable by the Management Committee or its agent or designee on behalf of the Owners, or in an appropriate case, by an aggrieved Owner; and/or (ii) the Management Committee to impose monetary penalties, or other appropriate discipline so long as any such

Owner has been given notice and has had an opportunity to present a written or oral defense to the charges in a hearing. The Management Committee shall determine whether the Owner's defense shall be oral or written. After the hearing, but before any disciplinary action is taken, the Owner shall be notified of the decision of the Management Committee. The Management Committee may delegate to the Manager, the power and authority to carry out disciplinary actions duly imposed.

13.2 The Association shall not have the power to cause the absolute forfeiture of an Owner's right, title or interest in the Project on account of the Owner's failure to comply with the provisions of this Declaration or the rules and regulations of the Association for the Project except pursuant to:

- (a) The judgment of a court; or
- (b) A foreclosure for the failure of an Owner to pay assessments duly levied by the Association.

#### **ARTICLE 14 GENERAL PROVISIONS**

The covenants, conditions, and restrictions contained in this Declaration may be enforced as follows:

14.1 Violation Constitutes Nuisance. The violation of the provisions of this Declaration is deemed to be a nuisance, and the Owner of the Property on which the violation occurs is responsible for the removal or abatement of the nuisance.

14.2 Remedies.

(a) Any single or continuing violation of the covenants contained in this Declaration may be enjoined in an action brought by the Declarant (for so long as the Declarant is the Owner of any Lot), by any other Owner. In any action brought to enforce these covenants, the prevailing party shall be entitled to recover as part of its judgment all of the reasonable costs of enforcement, including attorneys' fees and costs of litigation.

(b) Nothing in this Declaration shall be construed as limiting the rights and remedies that may exist at common law or under applicable federal, state, or local laws and ordinances pertaining to health, safety, abatement of nuisances or other matters. The remedies available under this Declaration are to be construed as being in addition to all other remedies available at law.

(c) The remedies available under this Declaration and at law or equity generally are not to be considered as exclusive, but rather as cumulative.

(d) The delay or failure by anyone to take enforcement action with respect to any violation of this Declaration shall not be construed as a waiver of the covenants



contained in this Declaration with respect to such violation or with respect to any other violations.

14.3 Severability. Each of the covenants, conditions, restrictions, and provisions contained in this Declaration shall be independent of the others, and in the event that any covenant, condition, restriction, or provision of this Declaration is found to be invalid, unenforceable, or illegal by a court of competent jurisdiction, the remaining covenants, conditions, restrictions, and provisions of this Declaration shall remain in full force and effect.

14.4 Limited Liability. Neither the Declarant nor any Owner shall have personal liability to any other Owner for actions or inactions taken pursuant to the terms of this Declaration, provided that any such actions or inactions are the result of the good faith exercise of their judgment or authority under this Declaration and without malice.

14.5 Term of Declaration, Renewal. This Declaration shall expire fifty years from the date it is first recorded with the Recorder of Salt County, Utah, provided however that in the last year prior to expiration, the Owners of eighty percent (80%) of the Lots may, by written notice which is recorded with the Recorder of Utah County, Utah, agree to extend the term of this Declaration for a period of an additional twenty years, and at the end of each additional period of twenty years thereafter, the Owners of eighty percent (80%) of the Lots may, by written notice which is recorded with the Recorder of Utah County, Utah, agree to extend the term of this Declaration for a period of twenty additional years.

14.6 Amendment, Mortgagee Not Bound. At any time while this Declaration is in effect, the Owners of eighty percent (80%) of the Lots subject to this Declaration may amend the provisions of this Declaration. Any such consent shall be in the exclusive judgment of the Declarant. Any amendment must be in writing and must be properly recorded in the office of the Recorder of Salt Lake County, Utah. No amendment will be binding upon the holder of any mortgage or trust deed on any Lot which mortgage or trust deed is of record at the time of the amendment, unless the mortgage or trust deed holder joins in the amendment. This Declaration may not be repealed by amendment.

14.7 Constructive Notice. Every person who owns, occupies, or acquires any right, title or interest in any Lot in the Subdivision is conclusively deemed to have notice of this Declaration and its contents, and to have consented to the application and enforcement of each of the provisions of this Declaration against such Owner's Lot, whether or not there is any reference to this Declaration in the instrument by which such Owner acquires an interest in any Lot.

14.8 Reservation of Easements. Easements affecting the Lots within the Subdivision are reserved as shown on the Plat for utility installation and maintenance, drainage and other purposes as designated on the Plat.

14.9 Notices. All notices under this Declaration are deemed effective 72 hours after mailing, whether delivery is proved or not, provided that any mailed notice must have postage pre-paid and be sent to the last known address of the party to receive notice. Notices delivered by hand are effective upon delivery.

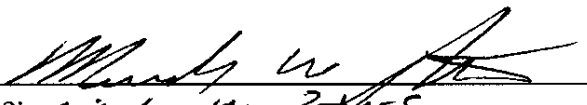
14.10 Liberal Interpretation. The provisions of this Declaration shall be interpreted liberally to further the goal of creating a uniform plan for the development of the Subdivision. Section headings are inserted for convenience only and shall not be considered in the interpretation of the provisions. The singular shall include the plural, and the plural shall include the singular. Any reference to gender is intended to include masculine, feminine and neuter as well.

14.11 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Subdivision to the public or for any public use, except as specifically shown on the Plat.

14.12 Conflict. In case of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control. In case of any conflict between this Declaration and the Articles or the Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles and the Bylaws, the Articles shall control. The foregoing to the contrary notwithstanding, in the event of any inconsistency between this Declaration or the Articles or the Bylaws, on the one hand, and any applicable law, including the Act or the Federal Fair Housing Administration Act, on the other, then in all events the applicable law shall control.

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

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

By:   
Name: Michael W. Peters  
Title: VP Land Acquisition - DR Horton, JAH

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

The foregoing instrument was acknowledged before me this 12 day of May, 2009  
by Micah W. Peters in his capacity as the Vice President of D.R. Horton,  
Inc., a Delaware corporation.



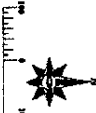
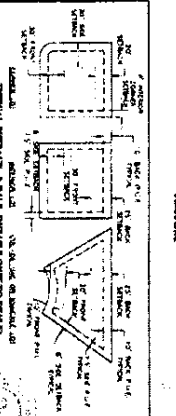
*[Signature]*  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

**EXHIBIT "A"**  
**TO**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR COPPERFIELD SUBDIVISION, PHASE 3**

**Legal Description of the Property**

All of Lots 301-360, inclusive of Copperfield Subdivision, Phase 3, according to the official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

LOCATED IN THE WEST HALL OF THE INTERNATIONAL CONFERENCE  
OF SOCIETIES 2, TORRENTS 3 AND 7TH FLOOR 3 WEST.

[illegible][illegible][illegible][illegible]

**EXHIBIT "B"**  
**TO**  
**DECLARATION OF COVENANTS,**  
**CONDITIONS AND RESTRICTIONS**  
**FOR COPPERFIELD SUBDIVISION, PHASE 3**

**Bylaws of Association**

[Please see attached.]

**BYLAWS  
OF  
COPPERFIELD OWNERS' ASSOCIATION, INC.**

THESE BYLAWS OF COPPERFIELD OWNERS' ASSOCIATION, INC. (these "Bylaws") are adopted by Copperfield Owners' Association, Inc. (the "Association") this May 13<sup>th</sup>, 2009.

The administration of the Association shall be governed by the Declaration, the Utah Revised Nonprofit Corporation Act, (the "Nonprofit Corporation Act") the Articles and these Bylaws. Terms that are capitalized in these Bylaws and which are not otherwise defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions, and Restrictions of Copperfield Subdivision, Phase 3 recorded in the Office of the Recorder of the Salt Lake County, Utah.

1. **Application of Bylaws.** All present and future Owners, mortgagees, lessees, and occupants of Lots and their invitees and guests, and any other persons who may use the facilities of the Project in any manner are subject to the Declaration, these Bylaws and all rules made pursuant hereto and any amendments hereof. The acceptance of a deed or conveyance of a Lot, or the occupancy of any Lot, shall constitute an agreement that the provisions of the Declaration and these Bylaws and any rules and regulations made pursuant hereto, as they may be amended from time to time, are accepted, ratified and will be complied with. Membership in the Association is appurtenant to each Lot and may not be separated or severed therefrom. Every gift, devise, bequest, transfer, encumbrance, conveyance or other disposition of a Lot shall automatically be construed to be a gift, devise, bequest, transfer, encumbrance or conveyance, respectively, of the appurtenant membership in the Association without the need of any separate transfer or assignment document.

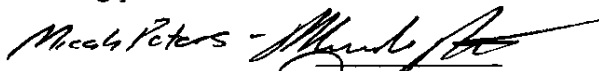


2. **Board of Directors/Management Committee.**

2.1 The management and maintenance of the Project and the duty to administer the affairs of the Association to fulfill the purposes of the Association shall be accomplished and conducted by the Board of Directors of the Association, who shall constitute the Management Committee, consisting of three (3) natural persons. The first Management Committee shall consist of the members of the Board of Directors designated as such in the Articles, and they shall serve until the first meeting of the members of the Association, at which time an election of all the members of the Management Committee shall be conducted.

2.2 The Declaration establishes a Period of Declarant Control of the Association, during which period Declarant shall have the authority to appoint and remove the officers and members of the Management Committee. The period of Declarant control shall terminate on the earlier of: (a) five (5) years after the recordation in the Office of the Recorder of Salt Lake County, Utah of the most recently recorded Plat; or (b) one hundred twenty (120) days after the date 100% of the total number of Units in the Project are conveyed to Owners other than Declarant; or (c) the date Declarant delivers to the Association written notice of Declarant's election to relinquish control of the Association. Notwithstanding the foregoing, to assure the representation of Owners other than Declarant on the Management Committee, at least thirty-

three percent (33%) of the members of the Management Committee shall be elected solely by the vote of the Owners other than Declarant so long as a majority of the voting power of the Association resides in Declarant. A member who has been elected to office solely by the vote of Owners other than Declarant may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in Owners other than Declarant. At the next annual meeting of the members of the Association after the termination of the period of Declarant control, the Owners shall elect a Management Committee of three (3) members. The members and officers of the Management Committee shall take office upon election. Thereafter, at every annual meeting, the Association shall elect the members of the Management Committee to fill those positions becoming vacant at such meeting. The Management Committee may, but shall not be obligated to, inquire of the Owners to identify those having an interest in serving on the Management Committee. Nominations for positions on the Management Committee may be made by petition filed with the Secretary of the Association at least seven (7) days prior to the annual meeting of the Association, which petition shall be signed by ten (10) or more Owners and signed by the nominee named therein indicating his or her willingness to serve as a member of the Management Committee, if elected.

2.3 Voting for the Management Committee shall be by written ballot. At any meeting of the Association, each Owner, either in person or by proxy or by written ballot, shall be entitled to one (1) vote for each Lot in the Project owned by such Owner, multiplied by the number of Management Committee seats to be filled. No Owner may cast more than one (1) vote in favor of a single candidate. Cumulative voting shall not be allowed. In an election of multiple Directors/members of the Management Committee, that number of candidates equaling the number of Directors to be elected, having the highest number of votes cast in favor of their election, are elected to the Board of Directors/Management Committee. When only one Director is being voted upon, the candidate having the highest number of votes cast in his or her favor is elected. The initial members of the Board of Directors/Management Committee shall be the following persons, and each shall hold the office indicated:

	President/Member
	Vice President/ Member
	Secretary/Treasurer/Member

2.4 Members of the Management Committee shall serve for terms of two (2) years beginning immediately upon their election by the Association; provided, however, that a majority of the members of the Management Committee elected at the first annual meeting following the termination of Declarant control shall serve for initial terms of one (1) year and the balance shall serve for initial terms of two (2) years. Thereafter, all members of the Management Committee elected shall serve for two-year terms. The members of the Management Committee shall serve until their respective successors are elected, or until their death, resignation or removal. Any member of the Management Committee who fails to attend three consecutive Management Committee meetings or fails to attend at least 25% of the Management Committee



meetings held during any fiscal year shall be deemed to have tendered his resignation, and upon acceptance by the Management Committee his position shall be vacant.

2.5 Any member of the Management Committee may resign at any time by giving written notice to the President of the Association or to the remaining Management Committee members. The sale of any such member's Lot or Lots resulting in that member no longer owning a Lot in the Project shall constitute a resignation from the Management Committee. The Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Management Committee with or without cause, other than a member appointed by Declarant during the Period of Declarant Control. However, a Management Committee member elected solely by the votes of the Owners may only be removed prior to the expiration of his or her term of office by a vote of two-thirds of the voting power residing in the Owners.

2.6 If vacancies shall occur in the Management Committee by reason of the death or resignation of a Management Committee member, the Management Committee members then in office shall continue to act, and such vacancies shall be filled by a vote of the Management Committee members then in office, though less than a quorum. Any vacancy in the Management Committee occurring by reason of removal of a Management Committee member by the Owners may be filled by election at the meeting at which such Management Committee member is removed or any subsequent regular or special meeting of the Association.

2.7 The members of the Management Committee shall receive no compensation for their services, unless expressly approved by the vote or written assent of a majority of the voting power residing in the Owners. Any member of the Management Committee may be employed by the Association in another capacity and receive compensation for such employment; provided further, that such employment shall be approved by vote or in writing by all members of the Management Committee not including the member to be employed.

2.8 The Management Committee, for the benefit of the Project and the Association, shall manage the business, property and affairs of the Project and the Association and enforce the provisions of the Declaration, these Bylaws and the rules and regulations governing the Project. The Management Committee is authorized to adopt rules and regulations governing the use and operation of the Project, which shall become effective 30 days after adoption by the Management Committee. The Management Committee shall have the powers, duties and responsibilities with respect to the Project as contained in the Nonprofit Corporation Act, the Declaration, the Articles and these Bylaws.

2.9 The meetings of the Management Committee shall be held at least once each calendar quarter at such times and places within the Project, or some other reasonable and suitable location in Salt Lake County, Utah unless a meeting at another location would significantly reduce the cost to the Association and/or the inconvenience to Management Committee members, as the Management Committee shall determine. A majority of the Management Committee shall constitute a quorum, and if a quorum is present, the decision of a majority of those present shall be the act of the Management Committee. The Management Committee shall annually elect all of the officers of the Association. The election of officers

shall be conducted at the first meeting of the Management Committee held subsequent to the annual meeting of the Association.

2.10 Written notice of the time and place of Management Committee meetings shall be posted at a prominent place or places within the Project not less than four (4) days prior to the meeting.

2.11 Special meetings of the Management Committee may be called by written notice signed by any two members of the Management Committee. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. Special meetings shall be held within the Project or some other reasonable location in Salt Lake County, Utah, unless a meeting at another location would significantly reduce the cost to the Association and/or inconvenience to the members of the Management Committee. Written notice of any special meeting shall be posted in a manner prescribed for notice of regular meetings of the Management Committee and shall be sent to all members of the Management Committee not less than 48 hours prior to the scheduled time of the meeting; provided, however, that notice of such meeting need not be given to any member signing a waiver of notice or a written consent to the holding of such meeting. If mailed, such notice shall be deemed to be delivered three (3) days after the date on which such notice is deposited in the U.S. mail, with first-class postage thereon prepaid. If an agenda is prepared for a special meeting, the meeting need not be restricted to discussions of those items listed on the agenda.

2.12 Notices of all regular Management Committee meetings shall be given in writing to each member of the Management Committee not less than five (5) days prior to the meeting, provided that this requirement shall not apply to any member of the Management Committee who has signed a waiver of notice or a written consent to the holding of a meeting.

2.13 Regular and special meetings of the Management Committee shall be open to all members of the Association; provided, however, that the Association members who are not on the Management Committee may not participate in any deliberation or discussion, unless expressly so authorized by the vote of a majority of a quorum of the Management Committee. The Management Committee may, with the approval of a majority of a quorum of its members, adjourn the meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

2.14 Any action required or permitted by the Nonprofit Corporation Act to be taken at a meeting of the Management Committee may be taken without a meeting if each and every member of the Management Committee in writing either: (a) votes for the action; or (b)(i)(A) votes against the action; or (B) abstains from voting; and (ii) waives the right to demand that action not be taken without a meeting, in accordance with the provisions of the Nonprofit Corporation Act.

2.15 The Association's fiscal year shall be determined by the Management Committee.

2.16 When a member of the Management Committee is sued for liability for actions undertaken in his role as a member of the Management Committee, the Association shall indemnify him for his losses or claims, and undertake all costs of defense, until and unless it is proven that he acted with willful or wanton misfeasance or with gross negligence. After such proof the Association is no longer liable for the cost of defense and may recover costs already expended from the member of the Management Committee who so acted. Members of the Management Committee are not personally liable to the victim of crimes occurring at the Project. Punitive damages may not be recovered against the Association.

2.17 An officer, employee, agent or director of a corporate Owner of a Lot, a trustee or designated beneficiary of a trust that owns a Lot, a partner of a partnership that owns a Lot, and a fiduciary of an estate that owns a Lot may be considered an Owner for the purpose of determining eligibility for membership of the Management Committee. In all events where the person serving or offering to serve as an officer or member of the Management Committee is not the record Owner, they shall file proof of authority in the records of the Association.

2.18 The Management Committee or the officers appointed thereby may delegate to the Manager, or such other persons as it so determines, all of the duties and obligations of the Management Committee set forth herein and in the Declaration to the extent such duties and obligations are properly delegable.

### **3. Meetings of the Association.**

3.1 The first meeting of the Association members shall be held within (6) six months after the closing of the sale of the first Lot sold in the Project. Thereafter, there shall be an annual meeting of the Association at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, and at a reasonable time as may be designated by written notice by the Management Committee. Notice of the annual meeting shall be delivered to the Owners by first-class mail not less than ten (10) days prior to the date set for said meeting and shall specify the place, day and hour of the meeting and a brief statement of the matters on the agenda which the Management Committee intends to present or believes others will present for action by the Owners. However, if at any annual or special meeting of the Association a material amendment to the Declaration or an extraordinary action is to be considered, then notice of such meeting shall be delivered to the Owners by first-class mail not less than twenty-five (25) days prior to the date set for such meeting, which notice shall specify the place, day and hour of the meeting and a brief statement of the matters on the agenda which the Management Committee intends to present or believes others will present for action by the Owners. The statement shall include the name, address and a brief biographical sketch, if available, of each person who will stand for election to the Management Committee.

3.2 Special meetings of the Association members may be called by the Declarant, the President, a majority of the Management Committee, or Owners representing at least twenty percent (20%) or more of the Total Votes of the Association and may be held at a reasonable place in the Project or at a meeting place as close thereto as reasonably possible, to consider matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Special meetings shall be called by written notice signed by the Declarant, the President, a majority of the Management Committee or by

Owners representing at least twenty percent (20%) or more of the Total Votes of the Association, which shall be hand delivered or sent prepaid by United States first-class mail, not less than ten (10) days (and with respect to a special meeting at which a material amendment to the Declaration or an extraordinary action is to be considered not less than twenty-five (25) days) prior to the date fixed for said meeting, to each Owner at such Owner's address as shown in the records of the Association or to any other mailing address designated in writing by the Owner. Such notice shall specify the place, day and hour of the meeting and a brief statement of the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budgetary changes and any proposal to remove an officer or member of the Management Committee.

3.3 The presence in person or by proxy of Owners holding twenty percent (20%) or more of the Total Votes of the Association at any meeting of the Association held in response to notice to all Owners of record properly given shall constitute a quorum. In the absence of a quorum at a Association meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. An adjournment for lack of a quorum by those in attendance shall be to a date not less than five (5) nor more than thirty (30) days from the original meeting date. The quorum for an adjourned meeting shall also be twenty (20%) or more of the Total Votes of the Association. If the time and place for an adjourned meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings of the Association. At any special meeting of the Association, only those matters of business, the general nature of which was given in the notice of the special meeting, may be voted upon by the Owners. Action by the Owners on a matter other than the election of the members of the Board of Directors/Management Committee is approved if: (a) a quorum exists; (b) the votes cast by the Owners favoring the action exceed the votes cast by the Owners opposing the action; and (c) a greater number of affirmative votes is not required by the Nonprofit Corporation Act or by these Bylaws.

3.4 Any action that may be taken by the Owners at any annual or special meeting of the Association may be taken without a meeting and without prior notice, if one or more consents in writing, setting forth the action taken, are signed by the Owners having not less than the minimum voting power that would be necessary to authorize or take the action at a meeting at which all Owners entitled to vote on the action were present and voted in accordance with the requirements of Section 16-6a-707 of the Nonprofit Corporation Act.

3.5 Any action that may be taken by the Owners at any annual or special meeting of the Association may be taken without a meeting if the Association delivers a written ballot to every Owner entitled to vote on the matter in accordance with the requirements of Section 16-6a-709 of the Nonprofit Corporation Act. Approval by written ballot pursuant to this Section 3.5 shall be valid only when (a) the time by which all ballots must be received by the Association has passed so that a quorum can be determined; (b) the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Unless a larger quorum is required pursuant to these Bylaws, or unless otherwise provided in the Nonprofit Corporation Act, for purposes of taking action by written ballot, the number of votes

cast by written ballot pursuant to this Section 3.5 constitute a quorum for action on the matter. A written ballot delivered to every Owner entitled to vote on the matter or matters therein, as described in this Section 3.5, may also be used in connection with any annual or special meeting of the Owners, thereby allowing Owners the choice of either voting in person, by proxy or by written ballot delivered by an Owner to the Association in lieu of attendance at such meeting. Any written ballot shall comply with the requirements of Section 16-6a-709 of the Nonprofit Corporation Act and shall be counted equally with the votes of Owners in attendance at any meeting for every purpose, including satisfaction of the quorum requirement.

3.6 For any Lots owned by more than one Owner, all of the Owners of such Lot may sign a certificate designating one of the co-Owners as the Owner authorized to cast the one (1) vote appurtenant to such Lot. In such event the Management Committee may rely on such certificate as being sufficient evidence of the authority of the Owner casting the vote appurtenant to such Lot. In the absence of such a certificate, if only one of several Owners of a Lot is present at a meeting of the Association, that Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners of a Lot is present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of such Owners. Absent a certificate of authorization, there shall be deemed to be majority agreement if any one of the Owners casts the vote allocated to the Lot owned without protest made promptly to the person presiding over the meeting by any of the other Owners of such Lot. The right to vote by proxy or by ballot shall exist only where the instrument authorizing such proxy to act or the ballot shall have been executed by the Owner or by its attorney thereunto duly authorized in writing. The instrument authorizing the proxy to act or the ballot shall be delivered at the beginning of the meeting to the secretary of the Association, or such other officer or person who may be acting as the secretary at the meeting. The secretary of the meeting shall enter a record of all such proxies and ballots in the minutes of the meeting. An Owner may revoke a proxy given pursuant to this Section only by actual notice of revocation to the Association. Actual notice includes the Association's receipt of one or more proxies signed by the same Owner. In such event, the proxy with the latest date shall be accepted. A proxy is void if it is not dated or purports to be revocable without notice. Proxies and ballots received by facsimile transmission are valid, if they meet all other requirements under this section. A written ballot may not be revoked.

3.7 Minutes of the annual and special meetings of the Association shall be distributed to each member within sixty (60) days after the meeting.

#### **4. Officers.**

4.1 The officers of the Association shall be appointed by the Management Committee, and all officers and employees of the Association shall serve at the will of the Management Committee. The officers shall be a President, Secretary and Treasurer. The offices of Secretary and Treasurer may be combined in the discretion of the Management Committee. The Management Committee may appoint Vice Presidents and such other assistant officers as the Management Committee may deem necessary. No officer shall be required to be an Owner. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Management Committee and may be removed and replaced by the Management Committee. The Management Committee shall require that officers (and other employees of the Association) be subject to fidelity bond coverage.

4.2 The President shall be the chief executive of the Management Committee and shall preside at all meetings of the Association and of the Management Committee and may exercise the power ordinarily allowable to the presiding officer of an association, including the appointment of committees. The President shall exercise general supervision over the Project and its affairs. He shall sign, and the Secretary shall witness on behalf of the Association, all conveyances, mortgages and contracts of material importance to its business. He shall do and perform all acts which the Management Committee may require.

4.3 The Vice President, if any, shall perform the functions of the President in his absence or inability to serve.

4.4 The Secretary shall keep minutes of all proceedings of the Management Committee and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Owners and the Management Committee.

4.5 The Treasurer shall be responsible for the fiscal affairs of the Association but may delegate the daily handling of funds and the keeping of records to the Manager. If there are no Vice Presidents and the President is absent or unable to serve, then the Treasurer shall perform the functions of the President.

4.6 Any officer may prepare, execute, certify and record properly adopted amendments to the Declaration on behalf of the Association.

## **5. Common Expenses: Assessments.**

5.1 All Common Expenses shall be made in accordance with the Declaration.

5.2 No Owner shall be exempt from liability for Common Expenses by waiver of the use or enjoyment of any of the Project or by abandonment of his Lot.

5.3 The Treasurer shall keep detailed records of all receipts and expenditures, including expenditures affecting the Project, specifying and itemizing the maintenance, repair and replacement expenses of the Project and any other expenses incurred. Such records shall be available for examination by the Owners during regular business hours. In accordance with the actions of the Management Committee in assessing Common Expenses against the Lots, the Treasurer shall keep an accurate record of such assessments and of the payments thereof by each Owner.

5.4 All assessments shall be a separate, distinct and personal liability of the Owners at the time each assessment is made. The Management Committee shall have the rights and remedies contained in the Declaration to enforce the collection of assessments.

5.5 Any person who shall have entered into a written agreement to purchase a Lot, by written request directed to the Management Committee, shall be entitled to obtain a written statement from the Treasurer setting forth the amount of the monthly, quarterly, annual or other periodic assessment and the amount of unpaid assessments charged against such Lot and its Owner(s), and if such statement does not reveal the full amount of the unpaid assessments as of the date it is rendered, neither the purchaser nor the Lot shall be liable for the payment of an

amount in excess of the unpaid assessments shown thereon, provided that the former Owner shall remain so liable for the excess. Any such excess which cannot be promptly collected from the former Owner grantor shall be reassessed by the Management Committee as a Common Expense to be collected from all Owners, including without limitation the purchaser of such Lot, his successors and assigns. The new Owner shall, and the former Owner shall not, be liable for any assessments made after the date of transfer of title, even though the expenses incurred or the advances made by the Management Committee for which the assessment is made relate in whole or in part to any period prior to that date. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.6 In addition to the statements issuable to purchasers, the Management Committee shall, upon ten (10) days' prior written request therefor, provide to any Owner, to any person who shall have entered into a binding agreement to purchase a Lot and to any Mortgagee, on request at reasonable intervals a current statement of unpaid assessments for Common Expenses with respect to a Lot. The Management Committee is authorized to require a reasonable fee for furnishing such statements.

5.7 In all cases where all or part of any assessments for Common Expenses and capital contributions and for any expenses of and advances by the Management Committee cannot be promptly collected from the persons or entities liable therefor under the Declaration or these Bylaws, the Management Committee shall reassess the same as a Common Expense without prejudice to its right of collection against such persons or entities, or without prejudice to its lien for such assessments.

## **6. Litigation.**

6.1 If any action is brought by a member of the Management Committee on behalf of the Association, the expenses of suit, including reasonable attorneys' fees and costs, shall be a Common Expense. Except as otherwise provided, if any action is brought against the Owners or against the Management Committee or the officers, employees or agents thereof in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all the Owners, the expenses of suit, including attorneys' fees and costs, shall be a Common Expense. If any action is brought against one or more, but less than all Owners, with the result that the ultimate liability would, if proved, be borne solely by such Owners, the expenses of suit, including attorneys' fees, shall not be charged to or borne by the other Owners, as a Common Expense or otherwise.

6.2 Any action brought against the Association, the Management Committee or the officers, employees or agents thereof, in their respective capacities as such, or the Project as a whole, shall be directed to the Management Committee, and shall be defended by the Management Committee; and the Owners and Mortgagees shall have no right to participate in such defense other than through the Management Committee. Actions against one or more, but less than all Owners, shall be directed to such Owners, who shall promptly give written notice thereof to the Management Committee, and shall be defended by such Owners.

**7. Abatement and Enjoinment of Violations by Owners.**

7.1 The violation of any rules or regulations adopted by the Management Committee, the breach of any provision contained herein or the breach of any provision of the Declaration shall give the Management Committee the right, in addition to any other rights set forth in these Bylaws:

7.1.1 To enter the Lot in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner or Owners, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Management Committee shall not thereby be deemed guilty in any manner of trespass; and/or

7.1.2 To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

7.2 These remedies are cumulative to other remedies provided in the Declaration and these Bylaws or in any other applicable laws.

**8. Records and Accounting.**

8.1 The books and accounts of the Association shall be kept in accordance with generally accepted accounting procedures under the direction of the Treasurer.

8.2 A budget for each fiscal year consisting of at least the following information shall be adopted by the Management Committee and distributed to all members of the Association not less than 45 days and not more than 60 days prior to the beginning of the fiscal year to which the budget applies:

8.2.1 Estimated revenue and expenses on an accrual basis.

8.2.2 The amount of the total cash reserves of the Association currently available for replacement or major repair of the Areas of Common Responsibility of the Project and for contingencies.

8.2.3 An itemized estimate of the current replacement costs of, and the estimated remaining life of, and the methods of funding to defray the costs of future repair, replacement or additions to the Areas of Common Responsibility for which the Association is responsible.

8.2.4 A general statement setting forth the procedures used by the Management Committee in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the Areas of Common Responsibility for which the Association is responsible.

8.3 Unless the Association, by a majority of the Total Votes of the Association at the meeting of the Association held after distribution of the proposed budget, rejects the budget, the budget shall be deemed ratified, whether or not a quorum is present. If the proposed



budget is rejected, the periodic budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Management Committee.

8.4 The Management Committee shall distribute to the Owners an annual report, consisting of the following, within one hundred twenty (120) days after the close of each fiscal year:

- (a) A balance sheet as of the end of the fiscal year.
- (b) An operating (income) statement for the fiscal year.
- (c) A statement of changes in financial position for the fiscal year.
- (d) Any other disclosures required by applicable state law.

8.5 The Management Committee (or the Manager, if so delegated by the Management Committee) shall do the following not less frequently than quarterly:

- (a) Cause a current reconciliation of the Association's operating accounts to be made and review the same.
- (b) Cause a current reconciliation of the Association's reserve accounts to be made and review the same.
- (c) Review the current year's actual reserve revenues and expenses compared to the current year's budget.
- (d) Review the most current account statements prepared by the financial institution where the Association has its operating and reserve accounts.
- (e) Review an income and expense statement for the Association's operating and reserve accounts.

8.6 A copy of the Declaration, the Articles, these Bylaws, the rules and regulations adopted by the Management Committee, the membership register, including mailing addresses and telephone numbers, books of account and minutes of meetings of the Association, of the Management Committee and of committees of the Management Committee and all other records of the Project maintained by the Association, Manager or managing company (other than privileged or confidential information) shall be made available for inspection and copying by any member of the Association or his duly appointed representative, a First Mortgagee or prospective purchaser at any reasonable time and for a purpose reasonably related to his respective interest at the office where the records are maintained. Upon receipt of an authenticated written request from an Owner, First Mortgagee or prospective purchaser (each, a "Requesting Party") along with the fee prescribed by the Management Committee to defray the costs of reproduction, the manager or other custodian of records of the Association shall prepare and transmit to the Requesting Party a copy of any and all records requested. The Association may, as a condition to permitting a Requesting Party to inspect the membership register or to its furnishing information from the register, require that the Requesting Party agree in writing not to use, or allow the use,

of information from the membership register for commercial or other purposes not reasonably related to the regular business of the Association and the Requesting Party's respective interest in the Association. Furthermore, upon written request from a holder, insurer or guarantor of any First Mortgage secured by a Lot, the Association shall be required to prepare and furnish within one hundred twenty (120) days an audited financial statement of the Association for the immediately preceding fiscal year. The Management Committee shall establish reasonable rules with respect to:

8.6.1 Notice to be given to the custodian of the records by the Requesting Party desiring to make the inspection or obtain copies;

8.6.2 Hours and days of the week when such an inspection may be made;

8.6.3 Payment of the cost of reproducing copies of documents requested by a Requesting Party.

Every member of the Management Committee shall have the absolute right at any time to inspect all books, records and documents of the Association and to inspect all real and personal properties owned or controlled by the Association. This right of inspection shall include the right to make extracts and copies of records, subject only to the right of the Association to require that the Management Committee member agree in writing not to use, or allow the use of, the information from the membership register for commercial or other purposes not reasonably related to the business of the Association and the Management Committee member's interest in the Association.

**9. Special Committees.** The Management Committee by resolution may designate one or more special committees, each committee to consist of two (2) or more of the members of the Management Committee, which to the extent provided in said resolution shall have and may exercise the powers set forth in said resolution. Such special committee or committees shall have such name or names as may be determined from time to time by the Management Committee. All special committees shall keep regular minutes of their proceedings and report the same to the Management Committee when required. The members of such special committee or committees designated shall be appointed by the Management Committee or the President. The Management Committee or the President may appoint Owners to fill vacancies on each of said special committees occasioned by death, resignation, removal or inability to act for any extended period of time.

**10. Rental or Lease of Lots by Owners.**

10.1 Any Owner who rents or leases his Lot shall file with the Management Committee or Manager a copy of the rental or lease agreement. The provisions of Section 7 of these Bylaws shall apply with equal force to renters or lessees of Lots.

10.2 Any Owner who rents or leases or otherwise permits any other person to utilize his Lot shall be responsible for the conduct of his tenants or occupants, and upon written notice from the Management Committee or the Manager, said Owner shall be responsible for

correcting violations of the Declaration, Bylaws or rules and regulations committed by such tenants or occupants.

10.3 If an Owner fails to correct violations by tenants within 72 hours of such notice, the Management Committee or Manager shall be deemed to be the agent of the Owner and empowered to take any enforcement action the Owner would be entitled to take, the reasonable costs of such action, including but not limited to fees and costs paid to third parties, to be assessed to the Owner and payable within 30 days of assessment. Such costs shall be collected and enforced in the same manner as Common Expenses under the Declaration.

10.4 The power of the Management Committee or Manager hereunder shall include but not be limited to any and all legal remedies available under the laws of the State of Utah. Any Owner by the act of renting, leasing or otherwise permitting any other person to utilize such Owner's Lot shall be deemed to have consented to these procedures and shall indemnify and save harmless the Management Committee and the Manager from and against any and all liability therefor. It is expressly understood that the remedies available to the Management Committee or Manager shall include but not be limited to the right to seek eviction of the tenant without any liability to the Owner.

11. **Amendment of Bylaws.** Except as otherwise provided in the Declaration or these Bylaws, the Bylaws may be amended by the vote or written assent of Owners holding a majority of the Total Votes of the Association. Provided, however, the percentage of the voting power necessary to amend a specific clause or provision shall not be less than the percentage of affirmative votes prescribed for action to be taken under that clause. Upon such an affirmative vote, the Management Committee shall acknowledge the amended Bylaws, setting forth the fact of the required affirmative vote of the Owners, and the amendment shall be effective upon recording a copy of the amendment in the Office of the Recorder of Salt Lake County, Utah. Notwithstanding anything to the contrary contained or implied herein, Declarant reserves the right, without the consent of any other Owners, to amend any provisions of these Bylaws to comply with the then existing statutes, regulations or other requirements of the Utah Department of Commerce — Real Estate Division or any other federal, state or local regulatory authority affecting the Project.

12. **Severability.** The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

13. **Captions.** The captions herein are inserted only as a matter of convenience and for reference and in no way to define, limit or describe the scope of these Bylaws nor the intent of any provision hereof.

14. **Effective Date.** These Bylaws shall take effect upon adoption by the Management Committee.

15. **Seal.** The Management Committee may by resolution provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Association, the state of incorporation and the words "Corporate Seal."

16. **Arbitration.** Any unresolved dispute, disagreement or controversy between Declarant and the Association shall at the request of either party be submitted to an arbitration board of at least three members with one chosen by the Association, the other by the Declarant and a third chosen by the other two arbitrators so chosen. The arbitrators shall act in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. The decision of the majority of such arbitrators shall be binding on the Association and the Declarant. Such decisions shall include the awarding of costs, including reasonable attorneys' fees, as the arbitrators shall determine. The decision of the arbitrators shall be judicially enforceable as a judgment.

17. **Payment of Assessment.** No Owner shall be permitted to convey, hypothecate, sell, or lease such Owner's Lot, unless and until such Owner shall have paid in full to the Management Committee all unpaid charges assessed by the Management Committee against such Owner's Lot and until such Owner shall have satisfied all unpaid liens against such Lot, except permitted mortgages and mortgages made by Declarant.

Adopted this May 13<sup>th</sup>, 2009.

Deka Sidi  
Deka Sidi Secretary/Treasurer

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 301 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this \_\_\_\_\_, 2009.

Owner:

  
\_\_\_\_\_  
TYLER HOWELL

Owner:

  
\_\_\_\_\_  
DANENE HOWELL

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

The foregoing instrument was acknowledged before me this 29 day of APRIL, 2009  
by TYLER HOWELL



NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



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

The foregoing instrument was acknowledged before me this 7 day of <sup>29th May</sup> ~~APRIL~~, 2009  
by DANENE HOWELL



NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 307 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

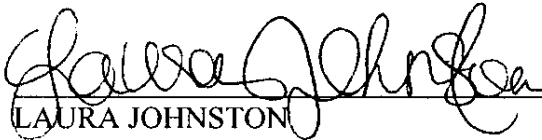
The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this \_\_\_\_\_, 2009.

Owner:

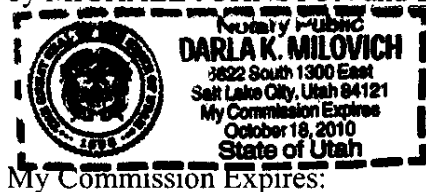
  
\_\_\_\_\_  
MICHAEL JOHNSTON


Owner:

  
\_\_\_\_\_  
LAURA JOHNSTON

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

The foregoing instrument was acknowledged before me this 29 day of APRIL, 2009  
by MICHAEL JOHNSTON and LAURA JOHNSTON.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2008  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



The undersigned is the owner of record of Lot Number 308 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.

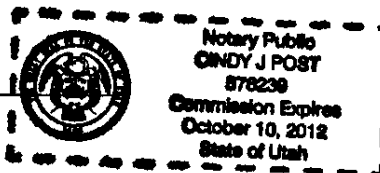
The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

Owner:

MIYOKO PICKETT  
Print Name: Miyoko Pickett

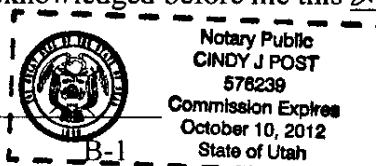
Caring Post  
Notary Public

State of Utah )  
 : ss.  
County of Salt Lake )



The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of Jan, 2009  
by Miyoko Pickert. \_\_\_\_\_  
Notary Public

Christy J. Post  
Notary Public



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 309 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this \_\_\_\_\_, 2009.

Owner:



CHAD SORENSON

Owner:




BREE SORENSON

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

The foregoing instrument was acknowledged before me this 2 day of <sup>April</sup>~~MARCH~~, 2009 by CHAD SORENSON and BREE SORENSON



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 313 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this

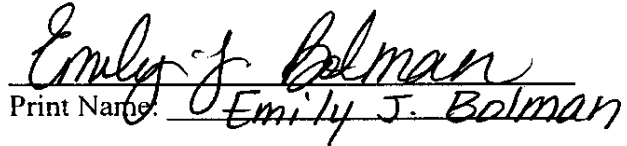
1-6-09, ~~2008~~.

Owner:



Print Name: Rowland W. Bolman


Owner:



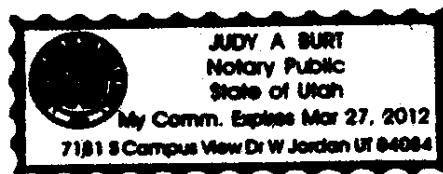
Print Name: Emily J. Bolman

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

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of JAN, ~~2008~~ <sup>2009</sup>  
by Rowland W. Bolman


  
NOTARY PUBLIC  
Residing at: SALT LAKE

My Commission Expires: 3-27-12

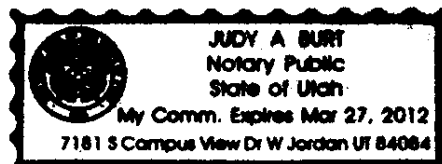


STATE OF UTAH                    )  
  : SS.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of JAN, ~~2008~~ <sup>2009</sup>  
by Emily J. Bolman

  
NOTARY PUBLIC  
Residing at: SALT LAKE

My Commission Expires: 3-27-12



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 314 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this April 3, 2009.

Owner:

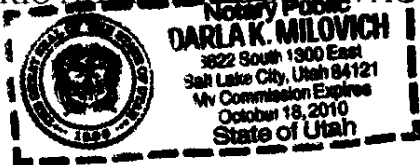
Owner:

Mario Aguilar  
MARIO AGUILAR

Susan Aguilar  
SUSAN AGUILAR

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

The foregoing instrument was acknowledged before me this 3 day of April, 2009 by  
MARIO AGUILAR and LUIS AGUILAR



*[Signature]*

NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 318 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.


The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

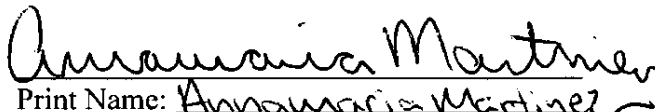
The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this April 3, 2009.

Owner:

  
Print Name: JOE MARTINEZ

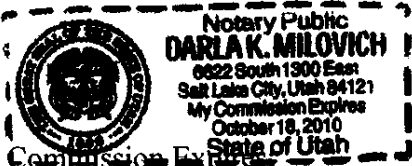
Owner:

  
Print Name: Annamaria Martinez



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

The foregoing instrument was acknowledged before me this 3 day of April, <sup>2009</sup>~~2008~~ *am*  
by Joe Martinez & Annamaria Martinez



My Commission Expires \_\_\_\_\_

*[Signature]*  
NOTARY PUBLIC  
Residing at: Salt Lake County, UT

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 321 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.

2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

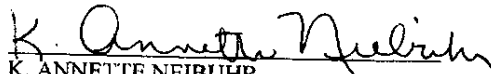
The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this May 12, 2009.

Owner:

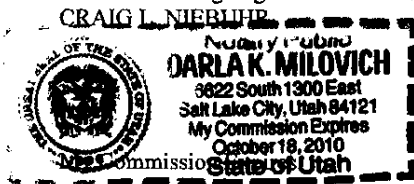
  
\_\_\_\_\_  
CRAIG V. NEIBUHR


Owner:

  
\_\_\_\_\_  
K. ANNETTE NEIBUHR

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

The foregoing instrument was acknowledged before me this 12 day of MAY, 2009 by



  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 12 day of MAY, 2009 by  
K. ANNETTE NIEBUHR.



  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 327 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this 30<sup>th</sup> of April, 2009.

Owner:

Owner:

  
JASON NIEBUHR

  
DALPHNA NIEBUHR

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

The foregoing instrument was acknowledged before me this 30 day of APRIL, 2009  
by Jason Niehr



**SARAH ANN BUCK**  
NOTARY PUBLIC-STATE OF UTAH  
698 WEST 5987 SOUTH  
SALT LAKE CITY, UT 84123  
COMM. EXP. 11-30-2011

Sarah Ann Buck  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

11-30-2011

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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of APRIL, 2009  
by Dalvin Niehr



**SARAH ANN BUCK**  
NOTARY PUBLIC-STATE OF UTAH  
698 WEST 5987 SOUTH  
SALT LAKE CITY, UT 84123  
COMM. EXP. 11-30-2011

Sarah Ann Buck  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

11-30-2011

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 328 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

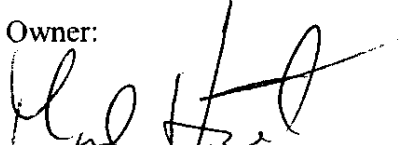
1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.

2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this \_\_\_\_\_, 2008.

Owner:

  
Print Name: MICHAEL HEBERT

Owner:

  
Print Name: KARL HEBERT

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

The foregoing instrument was acknowledged before me this 6 day of May, 2009  
by Kari.

Shauna R Denos  
NOTARY PUBLIC

Residing at: July 7 2010

My Commission Expires:

July 7 2010

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

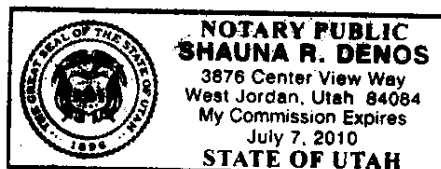
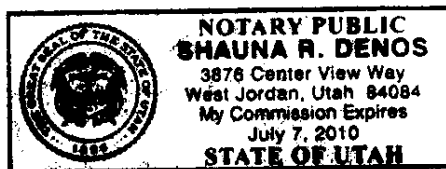
The foregoing instrument was acknowledged before me this 8 day of May, 2009  
by Michael.

Shauna R Denos  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

July 7 2010



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 330 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.

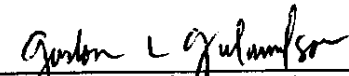
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

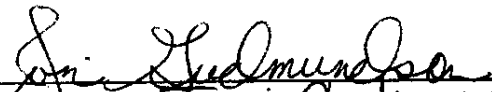
IN WITNESS WHEREOF, the undersigned has executed this Consent as of this

1-1-09, ~~2008~~

Owner:

  
Print Name: Gordon L. Gudmundson

Owner:

  
Print Name: Joni Gudmundson



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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Jan, ~~2008~~ 2009  
by Gordon L. Gudmundson

Julie Heelis  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

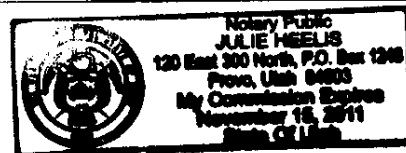


STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Jan, ~~2008~~ 2009  
by Joni Gudmundson

Julie Heelis  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 333 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.


The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this \_\_\_\_\_, 2008.

Owner:

  
Print Name: Brandon Danielson

Owner:

  
Print Name: Michelle Danielson

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

The foregoing instrument was acknowledged before me this 10 day of April, <sup>2009</sup>~~2008~~ *AKM*  
by Brandon Danielson.



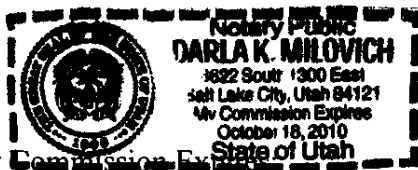
*[Signature]*

NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 10 day of April, <sup>2009</sup>~~2008~~ *AKM*  
by Michelle Danielson.



*[Signature]*

NOTARY PUBLIC

Residing at: \_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 334 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

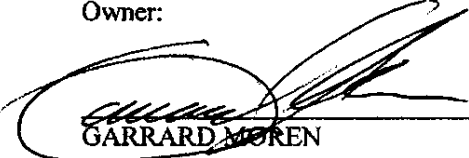
The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this  
4/29/, 2009.

Owner:

  
GARRARD MOREN

Owner:

  
CHRISTIE MOREN

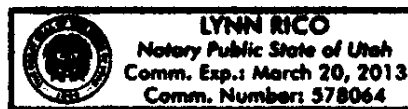
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 29 day of APRIL, 2009  
by GARRARD MOREN and CHRISTIE MOREN.

Lynn Rico  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

3.20.2013



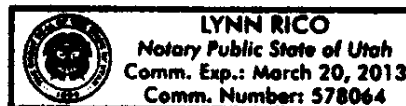
STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me this 29 day of April 2008  
by L. Rico.

Lynn Rico  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

3.20.2013



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 335 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this \_\_\_\_\_, 2009.

Owner:

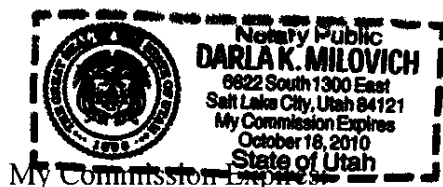
  
\_\_\_\_\_  
REX J. WORKMAN

Owner:

  
\_\_\_\_\_  
SANDRA K. WORKMAN

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

The foregoing instrument was acknowledged before me this 8 day of MAY, 2009 by  
REX J. WORKMAN.



A handwritten signature in cursive script, appearing to read "Darla K. Milovich", written over a horizontal line.

NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 8 day of MAY, 2009 by  
SANDY J. WORKMAN.



A handwritten signature in cursive script, appearing to read "Darla K. Milovich", written over a horizontal line.

NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 338 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

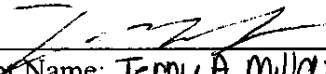
1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this March 31, 2009 ~~2008~~.

Owner:

Owner:

  
Print Name: Terry A. Millan

\_\_\_\_\_  
Print Name: \_\_\_\_\_



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

The foregoing instrument was acknowledged before me this 31 day of March, <sup>2009</sup>~~2008~~ *CKM*



My Commission Expires:

*Darla K. Milovich*

NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_.

NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 339 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.


The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this 11/7/, 2008.

Owner:

  
Print Name: Della Smith

Owner:

  
Print Name: Raquel Smith

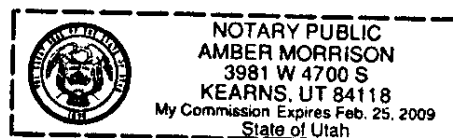
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of Jan, 2008  
by Delia Smith.

Amber Morrison  
NOTARY PUBLIC  
Residing at: Salt Lake City

My Commission Expires:

02/25/2009



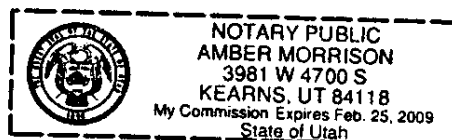
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 7 day of Jan, 2008  
by Raquel Smith.

Amber Morrison  
NOTARY PUBLIC  
Residing at: Salt Lake

My Commission Expires:

02/25/2009



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 340 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this Jan 1, 2009, ~~2008~~.

Owner:

Owner:

Kevin Jay Bell

Print Name: Kevin Jay Bell

Katie M Bell

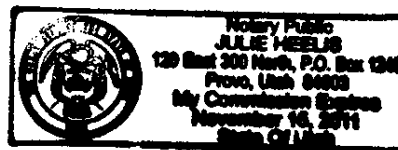
Print Name: Katie M. Bell

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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Jan, ~~2008~~ 2009  
by Katie M. Bell.

Julie Heelis  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



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

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of Jan, ~~2008~~ 2009  
by Kevin Jay Bell.

Julie Heelis  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 341 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:


1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.

2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

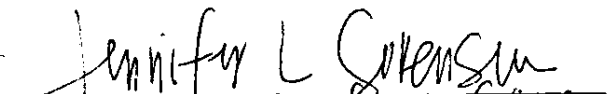
The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this Dec. 29, 2008.

Owner:

  
Print Name: Jacob K. Sorenson

Owner:

  
Print Name: JENNIFER L. SORENSON

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

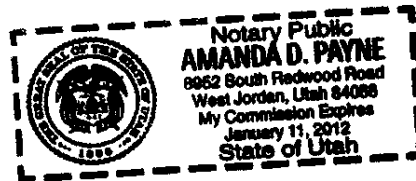
The foregoing instrument was acknowledged before me this 30 day of Dec, 2008  
by Jacob Sorensen.

Amanda Payne  
NOTARY PUBLIC  
Residing at: 8952 S. Redwood Rd

My Commission Expires:

1/11/2012

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

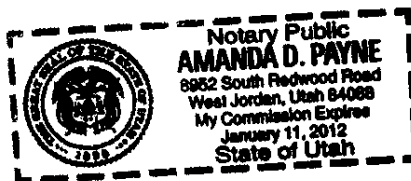


The foregoing instrument was acknowledged before me this 30 day of Dec, 2008  
by Jennifer Sorensen.

Amanda Payne  
NOTARY PUBLIC  
Residing at: 8952 S. Redwood Rd

My Commission Expires:

1/11/2012



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 342 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this 5-13, 2009.

Owner:

  
PAUL CHANTHAPANYA

Owner:


  
DAWN THONGPHILACK



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

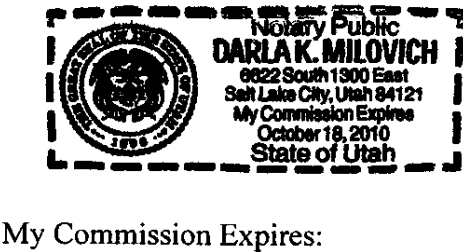
The foregoing instrument was acknowledged before me this 13 day of MAY, 2009 by PAUL CHANTHAPANYA.




  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 13 day of MAY, 2009 by DAWN THONGPHILACK.



  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 343 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

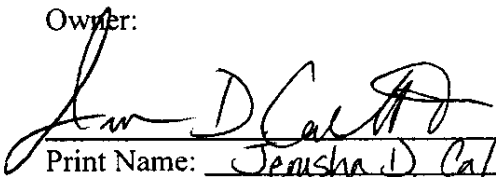
1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

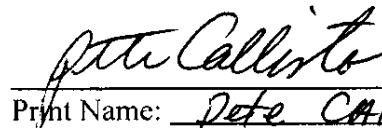
IN WITNESS WHEREOF, the undersigned has executed this Consent as of this

January, ~~2008~~  
2009

Owner:

  
Print Name: Jenisha D. Callisto

Owner:

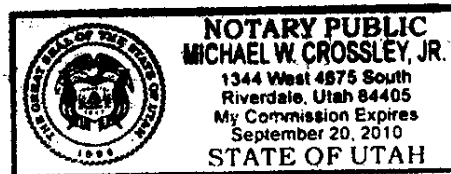
  
Print Name: Pete Callisto

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

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of Jan, <sup>2009</sup>~~2008~~  
by Jerusha Callisto.

Michael W. Crossley Jr  
NOTARY PUBLIC  
Residing at: West Jordan

My Commission Expires:  
\_\_\_\_\_

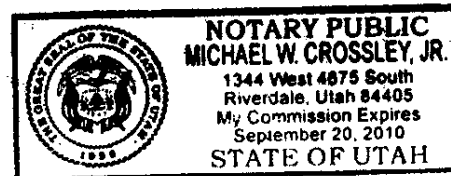


STATE OF UTAH )  
 : SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of Jan, 2008  
by Pete Callisto.

Michael W. Crossley Jr  
NOTARY PUBLIC  
Residing at: West Jordan

My Commission Expires:  
\_\_\_\_\_



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 344 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.


The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

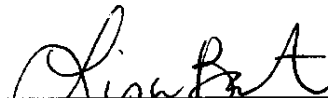
The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this 4-28, 2009 KB.

Owner:

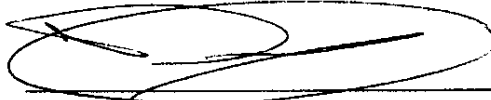
  
Print Name: Kelly Bateman

Owner:

  
Print Name: Lisa Bateman

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

The foregoing instrument was acknowledged before me this 28 day of April, 2008 7  
by Kelly I Bateman.

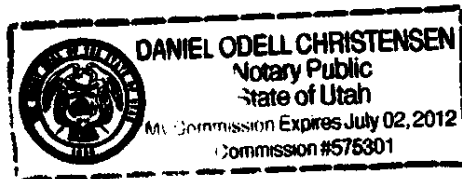


NOTARY PUBLIC

Residing at: 3889 Campus View W, UT 84084

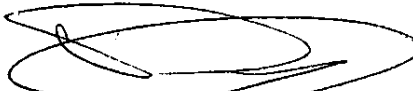
My Commission Expires:

July 02, 2012



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

The foregoing instrument was acknowledged before me this 28 day of April, 2008  
by Lisa L Bateman.

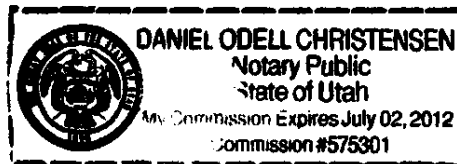


NOTARY PUBLIC

Residing at: 3889 Campus View W, UT 84084

My Commission Expires:

July 02, 2012



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 348 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

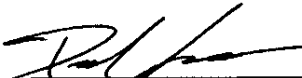
1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this Jan. 12, 2009.

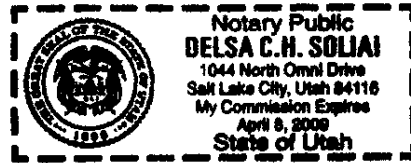
Owner:

Owner:

  
Print Name: Derek Lowe

  
Print Name: Evika Lane

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



The foregoing instrument was acknowledged before me this 20th day of January, 2008 <sup>9</sup>  
by DELSA C.H. SOLIAI.

DELSA C.H. SOLIAI

NOTARY PUBLIC

Residing at: Salt Lake City

My Commission Expires:

April 8, 2009

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2008  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 350 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.


The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this April 16, 2009.

Owner:

  
LEVI MARTINEZ

Owner:

  
KANDICE CHRISTENSEN




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

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of APRIL, 2009

by ~~LEVI MARSHALL~~ SANDICE CHRISTENSEN.





NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 353 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this  
1/12, ~~2008~~ 2009

Owner:



Print Name: Micuna P. Larkin

Owner:



Print Name: Theresa M. Larkin

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

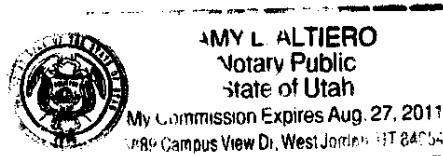
The foregoing instrument was acknowledged before me this 12 day of January, <sup>2009</sup>~~2008~~  
by Michael P. Larkin

Amy L. Altiero  
NOTARY PUBLIC  
Residing at: 3889 Campus View Dr. West Jordan, UT 84084

My Commission Expires:

Aug 27, 2011

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

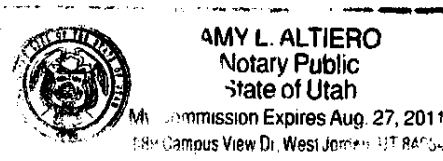


The foregoing instrument was acknowledged before me this 12 day of January, <sup>2009</sup>~~2008~~  
by ~~Michael~~ Theresa M. Larkin

Amy L. Altiero  
NOTARY PUBLIC  
Residing at: 3889 Campus View Dr. West Jordan, UT 84084

My Commission Expires:

Aug 27, 2011



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 354 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this

1/10/2009, ~~2008~~.

Owner:

Michelle Terry NTI  
Michelle Terry  
Print Name: Michelle Terry

Owner:

Chad Pettit LP  
Chad Pettit  
Print Name: Chad Pettit

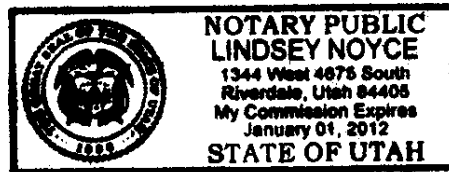
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Jan, 2008<sup>9<sup>th</sup></sup>  
by Michelle Terry.

Lindsey Noyce  
NOTARY PUBLIC  
Residing at: Salt Lake / America First C.U.

My Commission Expires:

01/01/2012



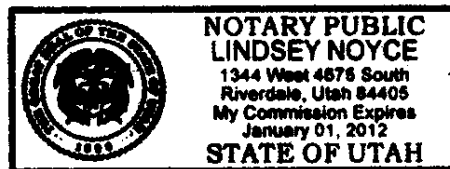
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of Jan, 2008<sup>9<sup>th</sup></sup>  
by Chad Pedit.

Lindsey Noyce  
NOTARY PUBLIC  
Residing at: Salt Lake / America First C.U.

My Commission Expires:

01/01/2012



**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 357 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this Dec. 31, 2008.

Owner:

Owner:

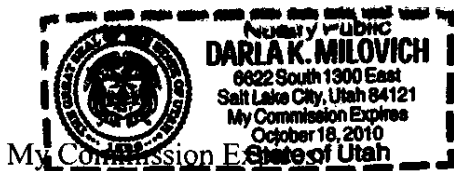


Print Name: Sarah Marchant

Print Name: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 31 day of Dec., 2008  
by Sarah Marchant.



[Signature]  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 358 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.

The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

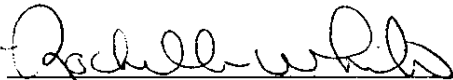
1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this 4-10, 2009.

Owner:

Owner:



Print Name: ROCHELLE WHITE

Print Name: \_\_\_\_\_



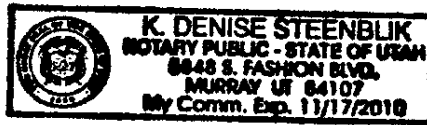
STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of APRIL, 2009  
by ROCHELLE WHITE.

K. Denise Steenblik  
NOTARY PUBLIC  
Residing at: Murray, UT

My Commission Expires:

11/17/2010



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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, ~~2008~~ <sup>2009</sup>  
by K. Denise Steenblik

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**OWNER CONSENT TO  
RECORDATION OF DOCUMENTS FOR  
COPPERFIELD SUBDIVISION**

The undersigned is the owner of record of Lot Number 359 in Copperfield Subdivision, Phase 3, according to the Official plat thereof on file and of record in the Office of the Recorder of Salt Lake County, Utah.


The undersigned hereby consents to the recordation of the following documents by D.R. Horton, Inc., as declarant:

1. The Supplemental Declaration to Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision.
2. The Declaration of Covenants, Conditions, and Restrictions for Copperfield Subdivision, Phase 3.

The undersigned acknowledges that these documents create a binding covenant and obligation on the undersigned's lot and shall in all cases run with the title of such lot. The documents shall be binding upon the owners, their successors, assigns, heirs, lien holders, and any other person holding any interest in such lot.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this December 12, 2008.

Owner:

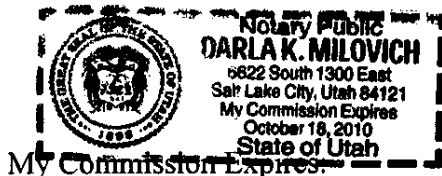
  
Print Name: KYLE E. LANGSTON

Owner:

  
Print Name: AISILINN LANGSTON

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

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of December, 2008  
by KYLE E. LANGSTON and AISILINN LANGSTON.



  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008  
by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_