

After Recording Return To:
The Richards Law Office
4190 So. Highland Dr., Suite 111
Salt Lake City, UT 84124

9841905
09/12/2006 11:54 AM \$245.00
Book - 9349 Pg - 5938-5941
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
RICHARDS LAW OFFICE
4190 S HIGHLAND DR STE 111
SLC UT 84124
BY: NEH, DEPUTY - WI 4 P.

**FIFTH AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF EMIGRATION OAKS, A PLANNED UNIT DEVELOPMENT**

This Fifth Amendment to the Declaration of Covenants, Conditions, and Restrictions ("Declaration") that established a planned unit development known as:

- (1) Emigration Oaks; and**
- (2) Estates of Emigration Oaks PH 4 PUD; and**
- (3) Est. of Emigration Oaks 4A PUD,**

Emigration Oaks
is made on the date evidenced below by the Emigration Oaks Property Owners Association ("Association").

RECITALS

A. Certain real property in Salt Lake County, Utah, known as Emigration Oaks, A Planned Unit Development was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration of Covenants, Conditions, and Restrictions dated April 26, 1985, and recorded as Entry No. 4078735 in Book 5648, Page 2997, et seq., in the Records Office for Salt Lake County, Utah;

B. Said Declaration has been amended and supplemented by the following documents:

- 1. An Amendment to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, a Planned Unit Development recorded July 10, 1985 as Entry No. 4108691 in Book 5670, at Page 816, et seq., in the Recorder's Office for Salt Lake County, Utah;
- 2. A Second Amendment to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, a Planned Unit Development recorded August 9, 1991 as Entry No. 5109545 in Book 6344, at Page 2221, et seq., in the Recorder's Office for Salt Lake County, Utah;

3. A Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, a Planned Unit Development recorded January 4, 1993 as Entry No. 5407646 in Book 6584, at Page 108, et seq., in the Recorder's Office for Salt Lake County, Utah;
4. A Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of Emigration Oaks, a Planned Unit Development recorded September 8, 2004, as Entry No. 9167395 in Book 9035, at Page 2084-2087, in the Recorder's Office for Salt Lake County, Utah;
5. A Supplement to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, a Planned Unit Development recorded August 29, 1991 as Entry No. 5118708 in Book 6351, at Page 337, et seq., in the Recorder's Office for Salt Lake County, Utah;
6. A Second Supplement to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, a Planned Unit Development recorded January 4, 1993 as Entry No. 5407647 in Book 6584, at Page 112, et seq., in the Recorder's Office for Salt Lake County, Utah;
7. A Third Supplement to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, A Planned Unit Development recorded February 24, 1994 as Entry No. 5747029 in Book 6878, at Page 2672, et seq., in the Recorder's Office for Salt Lake County, Utah;
8. A Fourth Supplement to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, A Planned Unit Development recorded January 3, 1995 as Entry No. 5997304 in Book 7081, at Page 2244, et seq., in the Recorder's Office for Salt Lake County, Utah;
9. A Fifth Supplement to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, A Planned Unit Development recorded as Entry No. 7610410 in Book 8353, at Page 728, et seq., in the Recorder's Office for Salt Lake County, Utah;
10. A Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, A Planned Unit Development recorded as Entry No. 8132199 in Book 8558, at Page 7924, et seq., in the Recorder's Office for Salt Lake County, Utah;

C. This amendment shall be binding against the property described in the Declaration and any annexation or supplement thereto.

D. In addition to the above-mentioned Declaration of Covenants, Conditions and Restrictions ("Declaration"), a document entitled "Declaration of Easement" was recorded in July 1985, as Entry No. 4108682, Book 5670, Page 658, et seq. This "Declaration of Easement" binds additional lots and property owners to the obligations and responsibilities established Article V of the Declaration.

E. Inasmuch as this Fifth Amendment amends Article V of the Declaration, all lots, parties and owners bound by the Declaration of Easement shall be bound by this Fifth Amendment.

F. The Association deems it necessary and in its best interest to require a security deposit from lot owners who intend to construct a home or otherwise engage in construction activities on a lot. The purpose of this security deposit is to help maintain the common areas of the community, including the roads, which are frequently damaged as a direct result of construction activities.

G. Pursuant to Article XII of the Declaration, Unit Owners representing more than sixty-seven percent (67%) of the total votes approved the following amendments;

H. Pursuant to Article XII of the Declaration, more the fifty-one percent (51%) of Eligible Mortgagees have consented to the following amendments.

NOW, THEREFORE, the Association, by and through its Board of Directors, hereby amends the Declaration as follows:

A. Article V, entitled "Assessments" is amended by adding a new Section 10 thereto and Article X, entitled "Destruction or Condemnation of Common Areas" is amended by adding a new Section 6 thereto:

[AMENDED AS FOLLOWS]

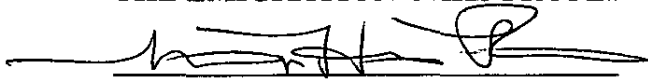
Article V, Section 10 **AND** Article X, Section 6 Required Security Deposit. Any owner of a lot that is subject to the assessment of an annual fee pursuant to Article V of these Covenants, Conditions and Restrictions, who proposes to construct a home, or engages in construction of a home on such lot, in addition to any other requirements that may be set forth in these Covenants, Conditions and Restrictions, shall be required to submit a security deposit in an amount to be established by the Board of Trustees to ensure that common areas, including roads, that are, or may be damaged, in connection with or as a result of construction activities associated with such lot, will be fully repaired or restored upon completion of such construction. The Board of Trustees shall have the authority to establish the total amount of the security deposit that shall be required by the Association and any portion of that amount that shall be non-refundable. The Board shall also periodically review and/or change the amounts as it may determine. Such security deposit and non-refundable amounts shall be published or made known

to all members of the Association. Upon completion of construction activities and inspection of affected common areas, the Board will determine the extent to which any additional refundable portions of the security deposit may be retained by the Association to accomplish repairs or restorations to the common areas that may be required as a result of the construction activities engaged in by the owner. In the event that any amounts due and owing to the Association pursuant to this Section, remain unpaid, the Association may collect any unpaid security deposit in the same manner as unpaid assessments pursuant to Article V of the Declaration.

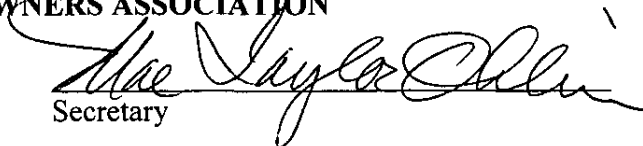
[end of amendment]

IN WITNESS WHEREOF, THE EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION has executed this Amendment to the Declaration as of the 12 day of SEPTEMBER, 2006, in accordance with Article XII of the Declaration.

THE EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION



President



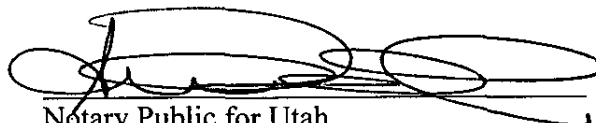
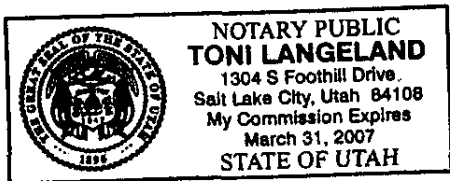
Secretary

STATE OF UTAH)

:SS

County of SALT LAKE

On the 12 day of September, 2006, personally appeared Matthew Hobson-Doherty and Mae Taylor Online who, being first duly sworn, did that say that they are the President and Secretary of the Association and that the seal affixed to the foregoing instrument is the seal of said Association and that said instrument was signed and sealed in behalf of said Association by authority of its Board of Directors; and each of them acknowledged said instrument to be their voluntary act and deed.



Notary Public for Utah
My Commission Expires: 3/31/07.