

MUIRFIELD HOMEOWNERS ASSOCIATION

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Fourth Amendment"), is made this 31 day of August, 2000, by MUIRFIELD, L.L.C., a Utah limited liability company ("Declarant").

WITNESSETH:

WHEREAS, Muirfield L.L.C. made, executed and caused to be recorded, as Declarant, that certain Declaration of Covenants, Conditions and Restrictions dated February 18, 1999 and recorded among the Wasatch County Recorder's Office in Book 00414, page 00741-00778 et seq., pursuant to which the Declarant subjected all that property described in the Declaration (the "Property") and Declarant formed an association known as, "Muirfield Homeowners Association" ("Association"); and

WHEREAS, pursuant to Article 2.16 VEHICLES, of the Declaration, (Paragraph c) Trailers, buses, tractors or any type of recreational vehicle shall not be parked, stored, maintained or repaired on any Lot or parked upon any streets or Common Areas; and

WHEREAS, Declarant has ascertained that paragraph (c) of Article 2.16 is contradictory to paragraph (a) of Article 2.16; and

NOW THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

1. Removal of paragraph (c) Article 2.16 (located on page 10).

WHEREAS, pursuant to Article 2.21 LEASE AGREEMENTS, of the Declaration; All lease agreements with respect to any Lot or any Structure located thereon shall be in writing. The minimum term of all lease agreements shall be one (1) year, and shall state that the lease agreement shall be subject to this Declaration. Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association; and

WHEREAS, Declarant would like to add the following amendment to Article 2.21: The minimum term of all lease agreements shall be one (1) year, with the exception that during the months of January, February, March and April of the year 2002, homeowner may lease out their property for Olympic 2002 purposes; and

NOW THEREFORE, the Declarant hereby declares that the Declaration of Covenants, Conditions and Restrictions be amended as follows:

ENTRY NO. 227208 DATE 9-14-00 TIME 16:25 FEE 198.00
ACCOMODATION RECORDING ONLY
FIRST AMERICAN TITLE MAKES NO REPRESENTATION
AS TO CONDITION OF TITLE NOR DOES RECORDS
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT.
RECORDED FOR 1ST AMERICAN BOOK 475 PAGE 631-635
ELIZABETH M. PARCELL BY MARILYN W. CUMMINGS

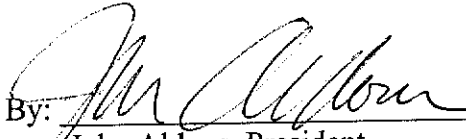
2. 2.21 LEASE AGREEMENTS. All lease agreements with respect to any Lot or any Structure located thereon shall be in writing. The minimum term of all lease agreements shall be one (1) year, with the exception that during the months of January, February, March and April of the year 2002, homeowner may lease out their property for Olympic 2002 purposes. All lease agreements shall be subject to this Declaration. Owners who do not reside on their Lot must provide current addresses and phone numbers to the Association.

In all other respects, the Declaration, as amended, remains unchanged.

WITNESS the hand and seal of Muirfield L.L.C. on the day herein above first written.

WITNESS/ATTEST:

MUIRFIELD L.L.C.
By: HAMLET HOMES CORPORATION,
Member

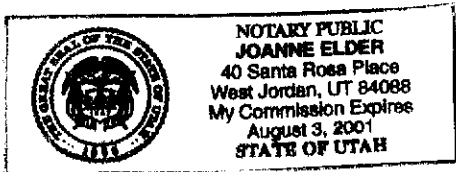
By:  (SEAL)
John Aldous, President

227208 BK475 PG 632

STATE OF UTAH, CITY/COUNTY OF SALT LAKE, TO WIT:

I HEREBY CERTIFY that on this 31 day of August, 2000, before me, the subscriber, a Notary Public of the State of Utah, personally appeared John Aldous, known to me or suitably proven, who acknowledged himself to be President of Hamlet Homes Corporation, Member of Muirfield, L.L.C., the entity named in the foregoing instrument, and who, being authorized to do so, in my presence, signed and sealed the same and acknowledged the same to be the act and deed of such entity.

AS WITNESS my hand and seal.



Joanne Elder
Notary Public

My Commission Expires: 8-3-01

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LEGAL DESCRIPTION

MUIRFIELD ESTATES NO. 2 OPEN SPACE DESCRIPTIONS

BEGINNING AT A POINT WHICH IS SOUTH, 1904.09 FEET AND WEST, 1370.96 FEET FROM THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S29°04'31"W, 114.06 FEET; THENCE N89°40'15"W, 66.17 FEET; THENCE N17°27'57"E, 104.65 FEET; THENCE S89°40'15"E, 90.19 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7818 SQUARE FEET

ALSO:

BEGINNING AT A POINT WHICH IS SOUTH, 2063.39 FEET AND WEST, 1494.77 FEET FROM THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE S0°19'45"W, 189.18 FEET; THENCE 77.23 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS S29°49'44"W, 73.89 FEET); THENCE N89°40'08"W, 67.00 FEET; THENCE S23°50'40"W, 82.70 FEET; THENCE S26°28'30"W, 189.83 FEET; THENCE S29°18'52"W, 165.51 FEET; THENCE N89°13'26"W, 141.78 FEET; THENCE N0°46'34"E, 10.94 FEET; THENCE N33°00'00"E, 112.36 FEET; THENCE 131.69 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS N50°05'18"E, 96.78 FEET); THENCE N29°46'06"E, 352.24 FEET; THENCE N50°45'00"W, 84.99 FEET; THENCE N39°14'52"E, 124.68 FEET; THENCE 106.98 FEET ALONG THE ARC OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS N64°47'15"E, 103.47 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.2095 ACRES

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EXHIBIT "A"

**MUIRFIELD PUD
DESCRIPTION OF PHASES
TO BE SUBMITTED TO THE HOMEOWNERS ASSOCIATION**

BEING KNOWN AND DESIGNATED as Phases 2, 3, 4A and 4B all as shown on the Plats entitled, "Muirfield, Phase 2", "Muirfield, Phase 3", "Muirfield, Phase 4B", and "Muirfield, Phase 4A", which Plats are recorded among the Recorder's Office of Wasatch County.

227208 BK 475 PL635