

After recording please return to:

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Ent 325369 Bk 948 Pg 1798-1803  
Date: 30-AUG-2007 11:42AM  
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ELIZABETH PALMIER, Recorder  
WASATCH COUNTY CORPORATION  
For: WELCH AGENCY

**MUIRFIELD HOMEOWNERS ASSOCIATION, INC.**

**FIFTH AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

Wasatch County, Utah

This Fifth Amendment to Declaration of Covenants, Conditions and Restrictions (this "**Amendment**") is made this 22 day of August 2007 by Muirfield Homeowners Association, Inc., a Utah nonprofit corporation (the "**Association**"), with reference to that certain Declaration of Covenants, Conditions and Restrictions (the "**Declaration**"), dated November 20, 1998, and recorded in the Wasatch County Recorder's Office on February 18, 1999, as Entry No. 00211424, as amended, which Declaration is applicable to the real property located in Wasatch County, Utah, described on the attached Exhibit A (and, upon the effectiveness of this Amendment, also to the property described on the attached Exhibit B). Unless the context clearly indicates a different meaning or unless otherwise defined herein, capitalized terms used herein shall have the respective meanings given them in the Declaration.

**RECITALS**

- A. Pursuant to Section 11.9 of the Declaration, the Declaration may be amended upon receiving the vote or written consent of at least two-thirds of the members of the Association.
- B. Effective August 22, 2007, the members of the Association (the "**Members**") have approved the adoption of this Amendment as required by the Declaration, and the Association now desires to execute this Amendment and cause this Amendment to be recorded in the office of the Wasatch County Recorder to cause the Amendment to become effective.

**AMENDMENT**

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The following sentences shall be added to the end of Section 3.2(a) of the Declaration:

Furthermore, additional property may be annexed to the Community and the Property, regardless of whether that additional property is described on Exhibit B or otherwise included in the general plan, upon the amendment of this Declaration by the members of the Association, as provided in Section 11.9, to include such

additional property, and the consent to such annexation by the owner(s) and any mortgagee of such additional property.

2. All of the property described in Exhibit B attached to this Amendment is hereby annexed to the Property and into the Community and shall be held, sold, and conveyed subject to the easements, declarations, covenants and conditions set forth in the Declaration, which are for the purpose of protecting the value and desirability, and enhancing the attractiveness of the Property, and which shall run with the Property and shall be binding upon all parties having any right, title, or interest in the Property or any part thereof, their heirs, personal representatives, successors, and assigns, and shall inure to the benefit of each owner of the Property or any part thereof and their respective heirs, personal representatives, successors, and assigns, and the Association.

3. The following provisions are hereby added as Section 8.14 of the Declaration:

8.14 **FUTURE LEASE PAYMENTS.**

(a) If an Owner that is leasing his Lot fails to pay an Assessment for more than sixty (60) days after the Assessment is due, the Association may demand that the Owner's tenant pay to the Association all future lease payments due to the Owner, beginning with the next monthly or other periodic payment, until the amount due to the Association is paid.

(b) The Association shall give the Owner written notice of its intent to demand full payment from the tenant under this Section. The notice shall (i) provide notice to the tenant that full payment of the remaining lease payments will begin with the next monthly or other periodic payment unless the Assessment is received within 10 days; (ii) state the amount of the Assessment due, including any interest or late payment fee; (iii) state that any costs of collection, not to exceed \$150, and other Assessments that become due may be added to the total amount due; and (iv) provide the requirements and rights described in this Section.

(c) If the Owner fails to pay the Assessment due by the date specified in the notice described in Section 8.14(b), the Association may deliver written notice to the tenant that demands future payments due to the Owner be paid to the Association pursuant to Section 8.14. The Association shall mail a copy of the notice described in this Section to the Owner. The notice provided to the tenant under this Section 8.14(c) shall state (i) that due to the Owner's failure to pay the Assessment within the time period allowed, the Owner has been notified of the intent of the Association to collect all lease payments due to the Association; (ii) that until notification by the Association that the Assessment due, including any interest, collection cost, or late payment fee, has been paid, the tenant shall pay to the Association all future lease payments due to the Owner; and (iii) that payment by the tenant to the Association in compliance with this Section will not constitute a default under the terms of the tenant's lease agreement with the Owner. If a tenant makes payments in compliance with this Section, the Owner may not initiate an action against the tenant.

(d) All funds paid to the Association pursuant to this Section shall be deposited in a separate account and disbursed to the Association until the Assessment due, together with any cost of administration which may not exceed \$25, is

paid in full. Any remaining balance shall be paid to the Owner within five (5) business days after payment in full to the Association.

(e) Within five (5) business days after payment in full of the Assessment, including any interest or late payment fee, the Association shall notify the tenant in writing that future lease payments are no longer due to the Association. The Association shall mail a copy of the notification described in this Section to the Owner.

4. Except as modified by this Amendment, the Declaration shall remain in full force and effect and shall be interpreted in a manner consistent with this Amendment. In the event of any conflict between the provisions of the Declaration and the provisions of this Amendment, the provisions of this Amendment shall control.

WITNESS the hand of the President and Secretary of Muirfield Homeowners Association, Inc. hereto on the day first written above, acknowledging, affirming, and certifying that the foregoing constitutes the Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions for Muirfield Homeowners Association, Inc., as duly approved and adopted pursuant to Section 11.9 of the Declaration on or about August 22, 2007.

MUIRFIELD HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
MARK STEWART, President or Vice President

By: [Signature]  
JINA M. MOORE, Secretary

STATE OF UTAH )  
:SS.  
COUNTY OF WASATCH )

I HEREBY CERTIFY that on this 24<sup>th</sup> day of August 2007, before me, a Notary Public of the State of Utah, personally appeared [Signature] and [Signature], known to me or suitably proven, who acknowledged themselves to be the President and Secretary, respectively, of Muirfield Homeowners Association, Inc., who, being authorized to do so, in my presence, signed the foregoing Fifth Amendment to Declaration of Covenants, Conditions and Restrictions, and acknowledged the same to be the act and deed of Muirfield Homeowners Association, Inc.

[Signature]  
Notary Public



**EXHIBIT A**

Lots 201 through 310, inclusive, as shown on the plat map of Muirfield Subdivision No. 2; Lots 311 through 324, inclusive, as shown on the plat map of Muirfield, Phase III; Lots 401 through 420, as shown on the plat map of Muirfield, Phase 4A; and Lots 432 through 468, inclusive, as shown on the plat map of Muirfield, Phase 4B, together with the common areas shown on such plat maps, all of which plat maps are recorded in the office of the Wasatch County Recorder.

## Wasatch County Recorded Serial Number (Muirfield HOA)

Serial	Serial	Serial	Serial
OMR-2201 -0-031-035	OMR-2248 -0-031-035	OMR-2295 -0-031-035	OMR-4A415 -0-031-035
OMR-2202 -0-031-035	OMR-2249 -0-031-035	OMR-2296 -0-031-035	OMR-4A416 -0-031-035
OMR-2203 -0-031-035	OMR-2250 -0-031-035	OMR-2297 -0-031-035	OMR-4A417 -0-031-035
OMR-2204 -0-031-035	OMR-2251 -0-031-035	OMR-2298 -0-031-035	OMR-4A418 -0-031-035
OMR-2205 -0-031-035	OMR-2252 -0-031-035	OMR-2299 -0-031-035	OMR-4A419 -0-031-035
OMR-2206 -0-031-035	OMR-2253 -0-031-035	OMR-2300 -0-031-035	OMR-4A420 -0-031-035
OMR-2207 -0-031-035	OMR-2254 -0-031-035	OMR-2301 -0-031-035	OMR-4AOPN -0-031-035
OMR-2208 -0-031-035	OMR-2255 -0-031-035	OMR-2302 -0-031-035	OMR-4B432 -0-031-035
OMR-2209 -0-031-035	OMR-2256 -0-031-035	OMR-2303 -0-031-035	OMR-4B433 -0-031-035
OMR-2210 -0-031-035	OMR-2257 -0-031-035	OMR-2304 -0-031-035	OMR-4B434 -0-031-035
OMR-2211 -0-031-035	OMR-2258 -0-031-035	OMR-2305 -0-031-035	OMR-4B435 -0-031-035
OMR-2212 -0-031-035	OMR-2259 -0-031-035	OMR-2306 -0-031-035	OMR-4B436 -0-031-035
OMR-2213 -0-031-035	OMR-2260 -0-031-035	OMR-2307 -0-031-035	OMR-4B437 -0-031-035
OMR-2214 -0-031-035	OMR-2261 -0-031-035	OMR-2308 -0-031-035	OMR-4B438 -0-031-035
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OMR-2222 -0-031-035	OMR-2269 -0-031-035	OMR-3314 -0-031-035	OMR-4B446 -0-031-035
OMR-2223 -0-031-035	OMR-2270 -0-031-035	OMR-3315 -0-031-035	OMR-4B447 -0-031-035
OMR-2224 -0-031-035	OMR-2271 -0-031-035	OMR-3316 -0-031-035	OMR-4B448 -0-031-035
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OMR-2229 -0-031-035	OMR-2276 -0-031-035	OMR-3321 -0-031-035	OMR-4B453 -0-031-035
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OMR-2231 -0-031-035	OMR-2278 -0-031-035	OMR-3323 -0-031-035	OMR-4B455 -0-031-035
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OMR-2233 -0-031-035	OMR-2280 -0-031-035	OMR-4A00A -0-031-035	OMR-4B457 -0-031-035
OMR-2234 -0-031-035	OMR-2281 -0-031-035	OMR-4A401 -0-031-035	OMR-4B458 -0-031-035
OMR-2235 -0-031-035	OMR-2282 -0-031-035	OMR-4A402 -0-031-035	OMR-4B459 -0-031-035
OMR-2236 -0-031-035	OMR-2283 -0-031-035	OMR-4A403 -0-031-035	OMR-4B460 -0-031-035
OMR-2237 -0-031-035	OMR-2284 -0-031-035	OMR-4A404 -0-031-035	OMR-4B461 -0-031-035
OMR-2238 -0-031-035	OMR-2285 -0-031-035	OMR-4A405 -0-031-035	OMR-4B462 -0-031-035
OMR-2239 -0-031-035	OMR-2286 -0-031-035	OMR-4A406 -0-031-035	OMR-4B463 -0-031-035
OMR-2240 -0-031-035	OMR-2287 -0-031-035	OMR-4A407 -0-031-035	OMR-4B464 -0-031-035
OMR-2241 -0-031-035	OMR-2288 -0-031-035	OMR-4A408 -0-031-035	OMR-4B465 -0-031-035
OMR-2242 -0-031-035	OMR-2289 -0-031-035	OMR-4A409 -0-031-035	OMR-4B466 -0-031-035
OMR-2243 -0-031-035	OMR-2290 -0-031-035	OMR-4A410 -0-031-035	OMR-4B467 -0-031-035
OMR-2244 -0-031-035	OMR-2291 -0-031-035	OMR-4A411 -0-031-035	OMR-4B468 -0-031-035
OMR-2245 -0-031-035	OMR-2292 -0-031-035	OMR-4A412 -0-031-035	OMR-4BOPN -1-031-035
OMR-2246 -0-031-035	OMR-2293 -0-031-035	OMR-4A413 -0-031-035	
OMR-2247 -0-031-035	OMR-2294 -0-031-035	OMR-4A414 -0-031-035	

188 parcels

**EXHIBIT B**

Lot 1, Cattlemans Corner Subdivision, according to the official plat thereof recorded in the office of the Wasatch County Recorder.

All of Lots 1 through 7, inclusive, Johnson Subdivision, according to the official plat thereof on file and of record in the Recorder's Office of Wasatch County, Utah.

**Serial**

OCU-0001 -0-131-035  
DJS-0001 -0-131-035  
DJS-0002 -0-131-036  
DJS-0003 -0-131-037  
DJS-0004 -0-131-038  
DJS-0005 -0-131-039  
DJS-0006 -0-131-040  
DJS-0007 -0-131-041