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**AMENDED AND RESTATED BYLAWS
OF
EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION
(Formerly Pioneer Fork Road Owners Association)**

PREAMBLE

These Amended and Restated Bylaws of Emigration Oaks Property Owners Association, Inc. (the "Association") supersede the original bylaws and any amendments thereto of Emigration Oaks Property Owners Association, Inc. (formerly known as Pioneer Fork Road Owners Association).

The Association was created by the recording of a Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, recorded in the Salt Lake County Recorder's Office on February 3, 1985 as Entry 4078735, in Book 5648, at Page 2996, eq. seq. Six (6) subsequent "Supplemental Declarations" have since been recorded.

Pursuant to Article VIII of the original Articles of Incorporation for the Association (the "Articles"), the original bylaws of the Association were contained in, and made part of, the Articles of Incorporation.

The Association now desires to separate the Bylaws from the Articles and effectuate the recording thereof in the applicable county records. Further, the Association desires to amend the content of said Bylaws as contained herein.

Pursuant to Article IX, Section (3) of the original Bylaws/Articles of the Association, the requisite number of Association members. have voted in favor of adopting these Amended and Restated Bylaws (hereinafter "Bylaws") as herein set forth.

**ARTICLE I
NAME AND LOCATION**

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and Est of Emigration Oaks
4A PUD*

The name of the non-profit corporation is THE EMIGRATION OAKS PROPERTY OWNERS ASSOCIATION, hereafter sometimes referred to as the "Association." The principal office of the Association shall initially be located at 6162 Last Camp Circle, Salt Lake City, UT 84108. The location of the principle office of the Association may be changed without amendment to these Bylaws.

JCR

ARTICLE II DEFINITIONS

When used in these bylaws, the following terms shall have the meaning indicated below:

1. Additional Land shall mean and refer to the real property described in Exhibit "B" to the Declaration.
2. Articles or Articles of Incorporation shall mean and refer to the Article of Incorporation filed with the Division of Corporations and Commercial Code for the State of Utah.
3. Association shall mean and refer to The Emigration Oaks Property Owners Association, the Utah nonprofit corporation which was created by the filing of the Articles and the recording of the Declaration.
4. Common Areas or Common Areas and Facilities shall mean and refer to all portions of the Property owned by the Association for the common use and enjoyment of the Owners, and shall include:
 - (a) All portions of the Property not specifically included with the individual Lots.
 - (b) All Common Areas and Limited Common Areas designated as such on the Plat.
 - (c) All installations, equipment, and lines, if any, now or hereafter located on, over, or under the Common Areas and connected with or related to the furnishing of Project utility services such as water, sewage disposal, electricity, and telephone, and which are not owned by or dedicated to a governmental or quasi-governmental authority or public or private utility company.
 - (d) The Private Streets within the Project.
 - (e) The "Access Road" for the Project shown on the Plat.
5. Declaration shall mean and refer to the instrument entitled "Declaration of Covenants, Conditions, and Restrictions of Emigration Oaks, a Planned Unit Development" filed for record in the Office of the County Recorder of Salt Lake County, Utah. Said Declaration may be modified, amended, supplemented, or expanded in accordance with law and the provisions thereof.
6. Eligible Insurer or Guarantor shall mean and include an insurer or governmental guarantor of a Mortgage which has requested notice of certain matters from the Association in accordance with Paragraph 6 of Section 6 of Article XII of the Declaration.

7. Eligible Mortgagee shall mean and include a Mortgagee which has requested notice of certain matters from the Association in accordance with Paragraph 6 of Section 6 of Article XII of the Declaration.
8. Limited Common Areas and Facilities or Limited Common Areas shall mean and refer to those Common Areas designated in the Declaration or in the Plat as reserved for the use of certain Lot or Lots to the exclusion of other Lots.
9. Living Unit shall mean and refer to a house, similar structure or portion of a structure located on a Lot which is designed and intended for human occupancy.
10. Lot shall mean and refer to any of the separately numbered and individually described parcels of land shown on the Plat and intended for private use and ownership.
11. Member shall mean and refer to every person who hold membership in the Association.
12. Mortgage shall mean and include both a first mortgage or any Lot or a first deed of trust on any Lot.
13. Mortgagee shall mean and include both a mortgagee under a first mortgage on any Lot and a beneficiary under a first deed of trust on any Lot.
14. Open Space Area shall mean and refer to all portions of the Common Areas, excluding the following: Limited Common Areas; the Project's Private Streets and parking areas; the Project's utility and drainage lines and facilities; landscaped or otherwise developed portions of the Common Areas approved by Salt Lake County; and the Stream Protection Zone.
15. Owner shall mean and refer to the person who is the owner of record (in the office of the County Recorder of Salt Lake County, Utah) of a fee or an undivided fee interest in any Lot. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term Owner shall not mean or include a mortgagee or beneficiary or trustee under a deed of trust unless and until such part has acquired title pursuant to foreclosure or any arrangement or proceeding in lieu thereof.
16. Plat shall mean and refer to the following duly approved and recorded plats:
 - (a) The plat filed entitled "Emigration Oaks-Phase 1A, a Planned Unit Development," prepared and certified by Phillip R. Engle, a duly registered Utah Land Surveyor holding Certificate No. 4667, and consisting of three (3) sheets.

- (b) Any plat(s) respecting all or any portion of the Additional Land, but only after the recordation of such plat(s) and only if and after the recordation in accordance with Article XI of the Declaration or supplements to the Declaration adding the real property covered in by such plat(s) to the Project and subjecting such real property to the Declaration.

17. Project shall mean and refer to Emigration Oaks, a planned unit development (formerly known as Pioneer Fork Road), as shown on the Plat and governed by the Declaration.

18. Property shall mean and refer to the tract of real property described in Article II of the Declaration together with each and every portion of the Additional Land which is added (from and after the time such portion is added) to the Project in accordance with law and the provisions of the Declaration.

19. Stream Protection Zone shall mean and refer to the "Stream Protection Zone" identified as such on the Plat.

ARTICLE III POWERS AND PURPOSES

1. Purposes. The Association is organized and shall be operated as a nonprofit corporation for the purpose of maintaining and administering the Common Areas, collecting and disbursing the assessments and charges provided for in the Declaration, otherwise administering, enforcing, and carrying out the terms, covenants and restrictions of the Declaration, and generally providing for and promoting the health, safety, and welfare of the Owners.

2. Powers. The Association shall have all of the powers conferred upon it by the Declaration and all powers allowed by law necessary or convenient for accomplishment of any of its purposes, including all powers referred to or described in Section 16-6a of the Utah Code, as may be amended from time to time.

3. Limitation. The Association is not organized for pecuniary profit. Notwithstanding the breadth of the foregoing portion of this Article III; (1) no dividend shall be paid to, no part of the Association's funds shall be distributed to, and no part of any net income of the Association shall inure to the benefit of, any of its Members, Directors, or Officers or any other person; and (2) the powers of the Association shall be subject to all limitation or restrictions contained herein or in the Declaration.

**ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS**

1. Membership. Every Owner shall be a Member of the Association. No evidence of membership in the Association shall be necessary other than evidence of ownership of a Lot. Membership in the Association shall be mandatory, shall be appurtenant to the Lot in which the Owner has the necessary interest, and shall not be separated from the Lot to which it appertains.
2. Voting Rights. Members shall be entitled to one (1) vote per each Lot in which the interest required for membership in the Association is held. In no event shall more than one (1) vote exist or be cast on the basis of a single Lot.
3. Multiple Ownership Interests. In the event that there is more than one Owner of a particular Lot, the vote relating to such Lot shall be exercised as such Owners may determine among themselves. A vote cast at any Association meeting by any such Owners, whether in person or by proxy, shall be conclusively presumed to be the vote attributable to the Lot concerned unless an objection is immediately made by another Owner of the same Lot. In the event such an objection is made, the vote involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists.

**ARTICLE V
MEMBERS MEETINGS**

1. Annual Meeting. An annual meeting of the Members shall be held on or about the fourth week in April of each year at such time and place as determined by the Board of Directors. If the day fixed for the annual meeting falls on a legal holiday in the State of Utah, such meeting shall be held on the next succeeding business day. The purposes of the annual meeting shall be the election of Directors and the transaction of such other business as may come before the Members. If election of Directors is not held on the day designated herein for an annual meeting, the Board of Directors shall cause such election to be held at a special meeting of the Members held as soon thereafter as is convenient.
2. Special Meetings. A special meeting of the Members for any purpose or purposes may be called by the President, by the Board of Directors, or by Members who, absent any objection under Article III, Section 3 of the Declaration, would collectively be entitled to cast no fewer than one-third (1/3) of all membership votes entitled to be voted at such meeting.
3. Place of Meeting. The Board of Directors may designate any place within Utah as the place for any annual meeting or for any special meeting called by the Board. If no designation is made, the place of meeting shall be the principal office of the Association.
4. Notice. Written or printed notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purposes for which the meeting is called, shall be given to

all Members either personally or by mail at least ten (10) but not more than fifty (50) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid within the required time period to the person who appears as a Member, at the latest address for such person appearing, in the records of the Association at the time of mailing.

5. Quorum Requirements. Except as otherwise provided in the Declaration (and then only for the action of the Association specifically provided in the Declaration), the quorum required for any action by the Association shall be as follows: the presence of Members or of proxies entitled to cast fifty-one percent (51%) of all the votes of members shall constitute a quorum. If a quorum is not present at a meeting, another meeting may be called, subject to the notice requirements set forth in Section 4, at which a quorum shall be one-half (½) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) day following the immediately preceding meeting.

6. Proxies. At any meeting of the Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. All proxies shall be filed with the Secretary of the Association before or at the time of the meeting. Unless otherwise provided therein no proxy shall be valid after eleven (11) months from the date of execution.

7. Cumulative Voting. At each election of Directors the vote (in the case of class A membership) or votes (in the case of Class B membership) attributable to a Lot may be accumulated by the Member or Members entitled to cast the same by giving one candidate as many votes as the number of Directors to be elected multiplied by the number of votes concerned shall equal, or by distributing the total votes so determined among any number of candidates. A plurality of all the votes shall be sufficient for the election of a candidate.

8. Necessary Vote. Except with respect to those proposals which under the Declaration, or by law require a greater proportion for adoption, the affirmative vote of sixty-seven percent (67%) of all votes which Members present in person or represented by proxy are entitled to cast at a meeting shall be sufficient for the adoption of any matter voted on by the Members.

ARTICLE VI BOARD OF DIRECTORS

1. Number, Tenure, and Qualifications. The affairs of the Association shall be managed by a Board of Directors composed of not less than three (3) nor more than (9) individuals elected by a quorum of the Association under the procedures set forth above. Any change in the permissible number of Directors, but never below three (3), may be made only by amendment of these Articles. Directors need not be Members of the Association or residents of the State of Utah. Each Director shall hold Office until his successor has been duly elected and qualified.

2. Regular Meetings. A regular meeting of the Board of Directors shall be held without notice other than this Section immediately after, and at the same place as, the annual meeting of the Members. The Board of Directors may provide by resolution the time and any place either within or outside the State of Utah for the holding of additional regular meetings without notice other than such resolution.

3. Special Meetings. Special Meetings of the Board of Directors may be called by or at the request of the President or any two (2) Directors. The person or persons calling a special meeting of the Board may fix any place either within or outside the State of Utah as the place for holding such meeting.

4. Notice. Written or printed notice stating the place, day, and hour of any special meeting of the Board shall be given to all Directors at least three (3) days prior to the meeting date. Such notice shall be deemed to have been properly furnished if mailed postage prepaid at least three (3) business days before the meeting date to each Director at his business address. Attendance of a Director at any meeting shall constitute a waiver of notice of such meeting unless the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not properly called or convened. Neither the business to be transacted at nor the purpose of any meeting need be specified in the notice thereof.

5. Quorum Requirements. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board. The act of a majority of the Directors at a meeting at which a quorum is present shall constitute the act of the Board of Directors unless the act of a greater number is required by law.

6. Vacancies. Any vacancy on the Board may be filled by the affirmative vote of a majority of the remaining Directors, even though such remaining Directors constitute less than a quorum. A Director thus selected to fill a vacancy shall serve until his successor has been duly elected and qualified.

7. Compensation. The Board may provide by resolution that the Directors shall be paid their expenses, if any, of attendance at each meeting of the Board.

8. Resolutions. The Board of Directors may adopt, amend, and repeal resolutions for regulation and management of the affairs of the Association not inconsistent with the Articles, the Declaration, or the law.

ARTICLE VII OFFICERS

1. Number and Qualifications. The Officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. Any two (2) or more offices, other than the office of President and Secretary, may be held by the same person. Officers need not be Members of the Association.

2. Tenure. The Officers of the Association shall be elected by the Board of Directors annually at the first meeting of the Board held after the annual meeting of the Members. If election of Officers does not occur at such meeting it shall be held as soon thereafter as is convenient. Each Officer shall hold office until his successor has been duly elected and qualified, or until he is removed. Any Officer may be removed by the Board whenever in its judgment the best interests of the Association would be served thereby.

3. Vacancies. A vacancy in office resulting from death, resignation, removal, or any other cause shall be filled by the Board of Directors for the unexpired portion of the term of the person previously in office.

4. President. The President shall be the principal executive Officer of the Association and, subject to the control of the Board of Directors, shall exercise general supervision and control over all of the property and affairs of the Association. The President shall, when present, preside at all meetings of the Members and of the Board of Directors. If the President is not present, then the Vice-President shall preside. Except in cases where the signing and execution thereof is expressly delegated by the Board of Directors or by these Articles to some other Officer or agent of the Association or where required by law to be otherwise signed or executed, the President, the Secretary or any other Officer of the Association authorized by the Board of Directors, may sign any deeds, mortgages, contracts, or other instruments which the Board of Directors has properly authorized to be executed. The President shall, in general, perform all duties incident to the office of President and such other duties as may from time to time be prescribed by the Board of Directors.

5. Vice-President. In the absence of the President or in the event of his death, inability, or refusal to act, the Vice-President shall perform all of the duties of the President. When so acting he shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall perform such duties as may from time to time be assigned to him by the President or by the Board of Directors.

6. Secretary. The Secretary shall keep minutes of meetings of the Members and the Board of Directors in one or more books provided for that purpose, shall see that all notices are given in accordance with the provisions of these Articles, the Declaration, and law, and, in general, shall perform all duties incident to the office of Secretary and such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall have the custody of and shall be responsible for all funds of the Association, shall receive and give receipts for money due and payable to the Association, shall deposit all such money in the name of the Association in such banks, trust companies, or other depositories as are selected by the Board, shall perform all accounting, financial record-keeping, and similar services which may be necessary or desirable in connection with the Association's affairs, and, in general, shall perform all duties incident to the office of Treasurer and such other duties as may from time to time be assigned to him by the President or by the Board of Directors.

ARTICLE VIII MISCELLANEOUS

1. Amendment. These Bylaws may be amended in the manner described in Section 5 of Article XII of the Declaration relating to amendments. Any amendment so authorized and approved shall be accomplished in conformity with the laws of the State of Utah.

2. Unanimous Written Consent in Lieu of Vote. In any case in which these Articles require for authorization or approval of a transaction the assent or affirmative vote of a stated percentage of the votes present or represented at a meeting, such requirement may be fully satisfied by obtaining, with or without a meeting, consents in writing to such transaction from every Member entitled to cast a vote. The following additional provisions shall govern any application of this Section:

(a) All necessary consents must be obtained prior to the expiration of one hundred eighty (180) days after the first consent is given by any Member.

(b) Any change in ownership of a Lot which occurs after consent has been obtained from the Member having an interest therein shall not be considered or taken into account for any purpose.

3. Interpretation. The captions which precede the various portions of these Articles are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The invalidity or unenforceability of any provision contained in these Bylaws shall not affect the validity or enforceability of the remainder hereof. These Bylaws should be construed to give effect to both the Declaration and Bylaws. In the event of a conflict between the provisions of these Bylaws and the provisions of the Declaration, the Declaration shall prevail.

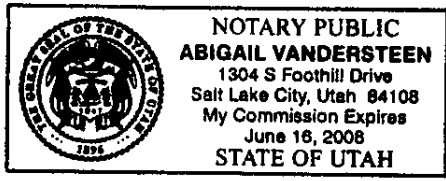
Dated this 9th day of September, 2004.

[Signature]
President
Emigration Oaks Property Owners Association

[Signature]
Secretary
Emigration Oaks Property Owners Association

STATE OF UTAH)
) ss.
County of Salt Lake)

On this 9th day of September, 2004, personally appeared before me
Bruce Cummings and John A. Christensen, President and
Secretary of The Emigration Oaks Property Owners Association, Inc., who being duly sworn,
declared that he/she are the persons authorized to adopted these Amended and Restated Bylaws
of The Emigration Oaks Property Owners Association and that the Association received the
necessary votes in order to effectuate this document.



[Signature]
NOTARY PUBLIC
Residing In SLC, UT
My Commission Expires 6/18/08