

After Recording Return To:
The Richards Law Office
4190 South Highland Dr., Suite 111
SLC, UT 84124

**AMENDMENT TO
THE COMMUNITY DECLARATION FOR
THE RANCHES AT EAGLE MOUNTAIN MASTER
HOMEOWNER'S ASSOCIATION INC.**

This Amendment to the Community Declaration of Covenants, Conditions and Restrictions of The Ranches at Eagle Mountain Master Homeowner's Association, Inc., (the "Declaration") that established The Ranches at Eagle Mountain subdivision is made this ___ day of _____, 2005 by The Ranches at Eagle Mountain Master Homeowner's Association (the "Association").

RECITALS

A. Certain real property in Utah County, Utah, known as The Ranches at Eagle Mountain Subdivision was subjected to certain covenants, conditions, and restrictions pursuant to a Declaration dated June 8, 2004, and recorded as Entry No. 65905:2004 in the Recorder's Office for Utah County, Utah;

B. This amendment shall be binding against all of the property described in the Declaration and any annexation, expansion or supplement thereto.

D. The purpose of this amendment is to help ensure that the election of the Board of Trustees is done in the most effective manner possible, and to improve upon other existing provisions of the Declaration.

E. Pursuant to Article XI, Section 11.3 of the Declaration, Declarant and Members representing more than seventy-five percent (75%) of the voting rights have approved this Amendment.

NOW, THEREFORE, The Association, by and through its Board of Trustees, hereby amends the following sections of the Declaration:

Section 2.22 titled “Design Guidelines” shall be amended to add the following provisions:

There shall be a presumption that any change to the Design Guidelines is significant. To overcome the presumption and determine that a change is insignificant, a unanimous vote of Board members present at a meeting where a quorum is established shall be required.

Section 2.33 titled “Member” shall be amended in its entirety to read as follows:

Section 2.33 Member. “Member” shall mean the Person, or if more than one, all Persons collectively, who constitute the Owner of a Privately Owned Site with Improvements on it.

Section 4.1 titled “Community Association” shall be amended in its entirety to read as follows:

Section 4.1 Community Association. The Community Association has been formed as Utah corporation under the Utah Nonprofit Corporations Act. The Community Association shall have the duties, powers and rights set forth in this Community Declaration and in its Articles of Incorporation and Bylaws. As more specifically set forth hereinafter, the Community Association shall have a Board of Trustees to manage its affairs; the Board of Trustees shall be elected by the Members of the Community Association, as set forth in this Community Declaration and the Bylaws. Delegates shall be elected by the Owners within each Delegate District as set forth herein and in the Bylaws.

Section 4.3 titled “Membership in Community Association” shall be amended in its entirety to read as follows:

Section 4.3 Membership in Community Association. Each Owner of a Privately Owned Site with Improvements within the Community Association Area shall be a Member of the Community Association. There shall be one Membership in the Community Association for each Privately Owned Site with Improvements within the Community Association Area. The Person or Persons who constitute the Owner of a Privately Owned Site with Improvements shall automatically be the holder of the Membership appurtenant to that Privately Owned Site with Improvements, and the Membership appurtenant thereto shall pass with fees simple title to the Privately Owned site with Improvements. Declarant shall hold a Membership in the Community Association for each Privately Owned Site with Improvements owned by Declarant. Membership in the Community Association shall not be assignable separate and apart from the fee simple title to a Privately Owned Site with Improvements except that an owner may assign some or all of his rights as an Owner and as a Member of the Community Association to a tenant or Mortgagee and may arrange for a tenant to perform some or all of such Owner’s obligations as provided in this Community Declaration, but no Owner shall be permitted to relieve himself of the responsibility for fulfillment of the obligations of an Owner under this Community Declaration.

Section 4.5 titled “Voting Rights of Members” shall be amended to add the following provision:

Notwithstanding anything to the contrary in this Declaration or the Bylaws, a Member must be in good standing with the Community Association to be eligible to vote. For purposes of this provision, good standing shall mean that the Member has no violation(s) pending on their Privately Owned Site and is not more than thirty (30) days past due on payment of all Community Association assessments including without limitation, Common Assessments, Supplemental Common Assessments, Special Assessments, Reimbursement Assessments, Fines, and any late charges and/or interest on any of the assessments or fines.

Section 11.5 titled “Required Consent of Declarant to Amendment” shall be amended in its entirety to read as follows:

Section 11.5 Required Consent of Declarant to Amendment. Notwithstanding any other provision in this Community Declaration to the contrary, any proposed amendment or repeal of any provision of this Community Declaration or significant changes to the Design Guidelines shall not be effective unless the Declarant has given its written consent to such amendment or repeal, which consent shall be evidenced by the execution by the Declarant of the amendment or by a certificate of amendment or repeal. The foregoing requirement for consent of the Declarant to any amendment or repeal shall terminate at such time as Declarant’s rights as defined in this Community Declaration expire.

// END OF AMENDMENTS //

IN WITNESS WHEREOF, THE RANCHES AT EAGLE MOUNTAIN MASTER HOMEOWNER'S ASSOCIATION has executed this Amendment to the Declaration as of the _____ day of _____, 2005, in accordance with Article XI of the Declaration.

THE RANCHES AT EAGLE MOUNTAIN MASTER HOMEOWNER'S ASSOCIATION

President Secretary

STATE OF UTAH)
) ss
County of Utah)

On the _____ day of _____ 2005, personally appeared _____ and _____ 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 Trustees; and each of them acknowledged said instrument to be their voluntary act and deed.

Notary Public for Utah