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 Gary W. Ott
 Recorder, Salt Lake County, UT
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 BY: eCASH, DEPUTY - EF 3 P.

WHEN RECORDED, MAIL TO:

ROYAL OAK ESTATES, LLC
 7367 Creek Road
 Sandy, UT 84093

**AMENDMENT AND PARTIAL RESTATEMENT OF DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS OF ROYAL OAK ESTATES, LLC (A PLANNED UNIT
 DEVELOPMENT)**

The Declaration of Covenants, Conditions and Restrictions of Royal Oak Estates, LLC (a planned unit development) (hereinafter "CC&R's") are hereby amended and restated as follows: The CC&R's are originally adopted and recorded on November 22, 2006, in Book 9384, pages 7456-7494, as entry no. 9918086, and the First Amendment to the Declaration of Covenants, Conditions and Restrictions of Royal Oak Estates, executed on May 19, 2010, and recorded on June 16, 2010, in Book 9833, Pages 2896-2897, as entry no. 10971767, in the records of the Salt Lake County Recorder, are modified and amended in the following particulars:

7.2(h) Fences, Walls and "Foliage Green Area." Fencing may be installed by each lot owner on rear and side yards and shall be constructed of a dark colored wrought iron, aluminum, or masonry, in accordance with the approval by the Architectural Control Committee. However, as to living units bordering Royal Lane along the west side of such lot, the fencing material installed by the developer along the west side of each of the properties that abut Royal Lane shall be maintained and the maintenance of the same shall be the responsibility of each homeowner for that section of fence on the west side of such homeowner's property. No modification may be made to the fence without approval of the Architectural Control Committee. Further, if maintenance of the fence is required and is not completed by the homeowner within 30 days after written notice of required maintenance from the Architectural Control committee, the Royal Oaks Homeowners Association will have the right to perform said maintenance and assess the homeowner for the same.

Living units that border Royal Lane along their western boundary will also require that a 2-foot wide hedge be planted and maintained of a height sufficient to provide a privacy barrier between Royal Lane and the side of such lot that is adjacent to Royal Lane. The hedge shall be on the east side of the division fence along Royal Lane. The composition and nature of the hedge shall be consistent with first-class, high-end residential subdivision standards. Approval for the planting of the hedge requires Architectural Control Committee approval. As with the fence along properties that abut Royal Lane, the Hedge is to be maintained by each respective homeowner. If the hedge is not maintained, together with an adequate watering system for the same, after 30 days written notice of maintenance required from the Architectural Control Committee, the Royal Oaks Homeowners Association will have the right to maintain and/or replace the hedge and such watering components as necessary and assess the homeowner for the costs and expenses of the same.

8.14. Authority of Architectural Control Committee for Maintenance of Division Fence abutting Royal Lane and of Hedge at Division Fence Abutting Royal Lane. The Architectural Control Committee has authority to direct, approve of and monitor the maintenance of the division fence on the lots whose west boundary border Royal Lane so that the fence is maintained as set forth in these CC&R's. Further, the Architectural Control Committee is authorized to proceed with maintenance of the fence if the homeowner does not maintain the same within 30 days after receiving written notice from the Architectural Control Committee demanding compliance with such maintenance responsibilities. Any maintenance performed on behalf of homeowner will be assessed to the homeowner.

As part of the approval process for construction and landscaping, each living unit the west side of which lot borders Royal Lane shall plant and maintain a 2-foot wide hedge with appropriate watering system and must receive prior approval from the Architectural Control Committee for the planting of a hedge 2-foot

wide and of sufficient height to provide a privacy barrier next to the division fence abutting Royal Lane. Homeowners will not be entitled to occupancy of a living unit until the hedge has been approved and planted together with adequate watering systems. Occupancy without the hedge may not occur without approval of the Architectural Control Committee, which approval will only be for a reasonable and necessary period given weather conditions that would make it unreasonable or impractical to proceed with planting at the time of occupancy. If delay in planting is approved and occupancy is allowed, homeowner will plant and then maintain the hedge within the time allowed by the Architectural Control Committee. If not completed as directed, the Royal Oaks Homeowners Association will proceed with necessary work to plant and maintain and assess homeowner for the same.

Amendments, changes or modifications to the fence maintenance and hedge planting and maintenance requirements of this amendment and partial restatement document may only be made with the prior written consent of Royal Lane Homeowners Association.

All other provisions of the Declaration of Covenants, Conditions and Restrictions of Royal Oak Estates, LLC shall remain in full force and effect, except as modified herein.

EXECUTED this 31 day of March, 2011.

ROYAL OAK ESTATES, LLC , a
Utah limited liability company,

By Barney J. Carlson
Barney J. Carlson
Managing Member

STATE OF UTAH)
(ss.
COUNTY OF SALT LAKE)

On this 31st day of March, 2011, personally appeared before me BARNEY J. CARLSON, signer of the foregoing Amended and Restated Declaration of Covenants, Conditions and Restrictions of Royal Oak Estates, LLC, who being by me duly sworn, did say that he is the Managing Member of Royal Oak Estates, LLC., and that said instrument was executed on behalf of said Royal Oak Estates, LLC.

Crystal Rael
NOTARY PUBLIC



EXHIBIT A: LEGAL DESCRIPTION

BEGINNING AT A POINT ON THE QUARTER SECTION LINE SAID POINT BEING SOUTH 89°51'22" EAST 714.70 FEET FROM THE CENTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 1 EAST SALT LAKE MERIDIAN, AND RUNNING THENCE NORTH 00°32'55" WEST 674.00 FEET; THENCE NORTH 61°03'00" EAST 56.00 FEET; THENCE NORTH 00°00'47" WEST 26.79 FEET TO THE SOUTH LINE OF ROYAL LANE SUBDIVISION AS FILED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, AND RUNNING ALONG SAID SUBDIVISION THE FOLLOWING (2) COURSES (1) SOUTH 89°41'00" EAST 38.82 FEET, (2) NORTH 23°45'00" EAST 128.98 FEET TO A POINT OF EXTENSION OF THE SOUTH BOUNDARY LINE OF ROYAL LANE SUBDIVISION #2 AS FILED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND RUNNING ALONG SAID LINE AND LINE EXTENDED THE FOLLOWING THREE (3) COURSES (1) NORTH 83°24'00" EAST 125.95 FEET, (2) SOUTH 58°36'30" EAST 144.49 FEET, (3) SOUTH 38°43'00" EAST 33.50 FEET; THENCE SOUTH 00°32'152" EAST 761.03 FEET TO SAID QUARTER SECTION LINE THENCE NORTH 89°41'22" WEST 410.00 FEET TO THE POINT OF BEGINNING.

Now known as Royal Oak Estates PUD

- Lot 1 – Parcel No. 2234354020
- Lot 2 – Parcel No. 2234354021
- Lot 3 – Parcel No. 2234354028
- Lot 4 – Parcel No. 2234354027
- Lot 5 – Parcel No. 2234354026
- Lot 6 – Parcel No. 2234354025
- Lot 7 – Parcel No. 2234354024
- Lot 8 – Parcel No. 2234354023
- Lot 9 – Parcel No. 2234354022
- Lot 10 – Parcel No. 2234354014
- Lot 11 – Parcel No. 2234354015
- Lot 12 – Parcel No. 2234354017
- Lot 13 – Parcel No. 2234354016
- Lot 14 – Parcel No. 2234354018
- Lot 15 – Parcel No. 2234354019
- Common Area – Parcel No. 2234354029