

WHEN RECORDED, MAIL TO:

ROYAL LANE HOMEOWNERS ASSOCIATION  
2360 Royal Lane  
Cottonwood Heights, Utah 84121

11165548  
4/12/2011 4:28:00 PM \$23.00  
Book - 9917 Pg - 7529-7534  
Gary W. Ott  
Recorder, Salt Lake County, UT  
STRONG & HANNI  
BY: eCASH, DEPUTY - EF 6 P.

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Amendment to Development Accommodation, De-Annexation  
Easement and Improvement Agreement

THIS AMENDMENT TO DEVELOPMENT ACCOMMODATION, DE-ANNEXATION EASEMENT AND IMPROVEMENT AGREEMENT (the "DAA Amendment") is entered to as of March \_\_\_, 2011 by and between ROYAL LANE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation ("RLHA"), on the one hand, and BARNEY J. CARLSON, an individual resident of Salt Lake County, Utah ("Carlson") and ROYAL OAK ESTATES, LLC, a Utah limited liability company ("Royal Oak")(Carlson and Royal Oak collectively referred to herein as the "Developers") and is intended to and shall amend and modify that certain Development Accommodation, De-Annexation Easement and Improvement Agreement that was executed as of March 23, 2007 and recorded on May 7, 2007, in Book 9460, and pages 8287-8298, as entry no. 10091356 in the records of the Salt Lake County Recorder (the "Original Agreement"). The real property subject of the Original Agreement is the property described in Exhibit A that is attached hereto and incorporated herein by this reference, provided that the exclusion in the final parentheses was not in the Original Agreement. The parties to the Original Agreement, including the exclusion from Exhibit A of the property in the parentheses at the end thereof, wish to modify and amend the Original Agreement and in consideration of such desire and in consideration of the mutual covenants, conditions, terms and agreements hereinafter set forth, agree as follows:

1. Satisfaction of Development Accommodation Agreement Obligations. The parties hereby agree the obligations of the developer found in the Development Accommodation Agreement have been completed by reason of certain actions taken by or on behalf of the developers in fulfillment of the same; the payment of certain amounts by or on behalf of the developers to the association in connection herewith, and; pursuant to the terms of that certain settlement and settlement funding agreement executed by the Association, Developers and two individuals identified as the "Investors" therein.

2. Division Fence and Hedge. The division fence will be maintained pursuant to amended CC&Rs referenced in the Settlement and Settlement Funding Agreement. Likewise, provisions regarding the planting of and maintenance of the hedge will be governed by Amended CC&Rs as referenced in the Settlement and Settlement Funding Agreement.

3. The Royal Lane Homeowners Association, a Utah non-profit corporation ("RLHA") hereby agrees and covenants to maintain Royal Lane, the path, the cement border/barrier and to keep and maintain the rock wall area free of weeds. In connection with these obligations, RLHA will do nothing to structurally undermine the rock wall.

4. Removal of Paragraph 1 and Paragraph 2 Obligations. The parties hereby agree that, except as specifically reserved and excepted in this Amendment, the obligations of the Developers found in the Original Agreement and the obligations of both the Developers and the Association under Paragraphs 1 and 2 of the Original Agreement are hereby removed and deemed fully performed and satisfied, (i) by reason of certain actions taken by or on behalf of the Developers in fulfillment of the same; (ii) the payment of certain amounts by or on behalf of the Developers to the Association in connection herewith, and (iii) pursuant to the

terms of that certain Settlement and Settlement Funding Agreement executed by the Association, Developers and two individuals identified as the "Investors" therein.

IN WITNESS WHEREOF, the parties cause the execution of this Agreement as of the day and date first hereinabove set forth.

ROYAL LANE HOMEOWNERS ASSOCIATION, a  
Utah non-profit corporation,

By \_\_\_\_\_  
Brent Robinson, President

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

By Barney Carlson  
Managing member

Barney Carlson  
Barney Carlson, an individual

[Acknowledgments are on the following page.]

terms of that certain Settlement and Settlement Funding Agreement executed by the Association, Developers and two individuals identified as the "Investors" therein.

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ROYAL LANE HOMEOWNERS ASSOCIATION, a  
Utah non-profit corporation,

By *Brent Robinson, president*  
Brent Robinson, President

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

By *Barney Carlson*  
*Managing member*  
*Barney Carlson*  
Barney Carlson, an individual

[Acknowledgments are on the following page.]

ACKNOWLEDGMENTS

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

On the 3<sup>rd</sup> day of March 2011, personally appeared before me, Barney Carlson who acknowledged to me that the above and foregoing instrument was executed by him on behalf of Royal Oak Estates, LLC.

Crystal Rael  
NOTARY PUBLIC

S E A L



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

On the \_\_\_ day of March 2011, personally appeared before me, Brent Robinson, who acknowledged to me that the above and foregoing instrument was executed by him on behalf of Royal Lane Homeowners Association

\_\_\_\_\_  
NOTARY PUBLIC

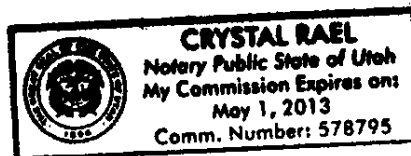
S E A L

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

On the 3<sup>rd</sup> day of March 2007, personally appeared before me, Barney J. Carlson, who acknowledged to me that the above and foregoing instrument was executed by him.

Crystal Rael  
NOTARY PUBLIC

S E A L



ACKNOWLEDGMENTS

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

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\_\_\_\_\_  
NOTARY PUBLIC

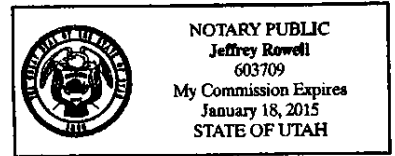
S E A L

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

On the <sup>5<sup>th</sup></sup> day of ~~March~~ <sup>April</sup> 2011, personally appeared before me, Brent Robinson, who acknowledged to me that the above and foregoing instrument was executed by him on behalf of Royal Lane Homeowners Association

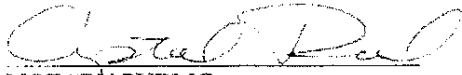
  
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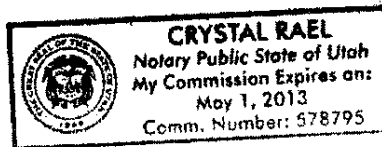


STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the <sup>31<sup>st</sup></sup> day of March 2007, personally appeared before me, Barney J. Carlson, who acknowledged to me that the above and foregoing instrument was executed by him.

  
\_\_\_\_\_  
NOTARY PUBLIC

S E A L



**EXHIBIT "A"**

Parcel Address: 8103 South Royal Lane, Cottonwood Hts., UT 84093

Legal Description:

BEG S 89°41'22" E 714.7 FT & N 0°32'52" W 623.86 FT FR CEN SEC 34, T 2S, R 1E, SLM; N 0°32'52" W 51.03 FT; N 61°03'E 56 FT; N 25.9 FT; S 89°41'E 105.5 FT; S 0°32'52" E 102.68 FT; S 89°42'46" W 155 FT TO BEG. 0.32 AC M OR L. 7201-0500 8973-4565

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Parcel Address: 8115 S. Royal Ln, Cottonwood Hts, UT 84093

Legal Description:

BEG S 89°41'22" E 714.7 FT & N 0°32'52" W 487.2 FT FR CEN SEC 34, T 2S, R 1E, SLM; N 0°32'52" W 136.67 FT; N 89°42'46" E 155 FT; S 0°32'52" E 211.92 FT; N 80°52' W 25.4 FT; N 62°30' W 147.5 FT TO BEG. 0.64 AC M OR L. 7201-0500 7688-2417, 2420 8957-0212 8973-5048

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Parcel Address: 2354 E. Royal Ln, Cottonwood Hts, UT 84093

Legal Description:

BEG S 89°41'22" E 714.7 FT & N 0°32'55" W 674.9 FT & N 61°03'E 56 FT & N 25.9 FT FR CEN SEC 34, T 2S, R 1E, S L M; S 89°41'E 105.5 FT; N 0°32' 55" W 115 FT M OR L TO CEN LINE OF CREEK; W'LY 38.45 FT M OR L ALG SD CREEK TO ROADWAY; S 23° 45' W 114.07 FT M OR L; W 20 FT M OR L; S 10 FT M OR L TO BEG. 0.17 AC M OR L. 5036-0334 6069-2789 9206-3144, 3149

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Parcel Address: 8151-8155 S Royal Ln, Cottonwood Hts, UT 84093

Legal Description:

BEG S 89°41'22" E 714.7 FT FR CEN SEC 34 T 2S R 1E SL MER S 89°41'22" E 130 FT N 0°32'52" W 417.6 FT M OR L N 62°23" W 147.46 FT S 0°32'52" E 487.2 FT TO BEG LESS STREET 1.35 AC 6069-2783 8511-6893 8715-3524

(Excluding from the foregoing any lots with respect to which releases of the lis pendens held by the Association have been recorded prior to the date of this Amendment.)

- Parcel #: 2234254029
- Parcel #: 2234254022
- Parcel #: 2234254016
- Parcel #: 2234254017
- Parcel #: 2234254018
- Parcel #: 2234254019
- Parcel #: 2234254020
- Parcel #: 2234254021