

When recorded return to:

Scott H. Clark
400 Deseret Building
Salt Lake City, Utah 84111-1996

3898792

SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS (INCLUDING AMENDMENT
TO SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS)

WHEREAS on January 18, 1984, at a regularly scheduled meeting of the lot owners of the Royal Lane Homeowners Association (including owners of lots in the Royal Lane Subdivision and in the Matsumori Subdivision), upon notice duly given to the lot owners, more than seventy-five percent (75%) of the lot owners and members adopted (by unanimous vote) an amendment to the Declaration of Covenants, Conditions and Restrictions dated July 7, 1978, recorded July 11, 1978 in Salt Lake County, Utah, Entry number 3135954, Book 4704, page 416 et seq., as amended by that Amendment dated November 24, 1982, recorded as Entry number 3734044, as Supplemented by that Supplemental Declaration of Covenants, Conditions and Restrictions dated September 8, 1983 and recorded as Entry number 3846252, affecting the following described real property in the County of Salt Lake, State of Utah, described as follows:

Beginning North 1759.67 feet and East 827.819 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 56° East 277.53 feet; thence South 282.32 feet; thence West 208.82 feet more or less; thence Northwesterly along a curve to the left 37.56 feet more or less; thence North 0°32'52" West 405.22 feet more or less to the point of beginning. Also beginning at the Northeast corner of Lot 18, Royal Lane Subdivision, said point being North 1819.8 feet and East 740.01 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 56° East 106.4 feet more or less; thence South 0°32'52" East 405.22 feet more or less to the North right-of-way line of Royal Lane Subdivision; thence Northwesterly along a curve to the left 20.98 feet more or less; thence North 55°06' West 92.44 feet; thence Northwesterly along a curve to the right 45.59 feet; thence North 0°32'52" West 89.2 feet; thence Northwesterly along a curve to the left 107.6 feet; thence North 22° East 195.99 feet to the point of beginning.

Lots 1 through 29 inclusive of Royal Lane Subdivision, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder,

Said Amendment which was duly adopted reads as follows:

"Resolved, Article III 'MEMBERSHIP' Sections 1 - 'Membership,' and 3 - 'Voting Rights' are hereby amended to read as follows:

SECTION 1. Membership. Membership in the Association shall be determined as follows:

(a) Every person or entity who is a beneficial owner of record of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, shall be a member of the Association.

(b) Any person or entity who is a beneficial owner of record of lots not otherwise subject to the said "Declaration Covenants, Conditions and Restrictions" of Royal Lane Subdivision or to any Supplemental Declaration, but which are accessed by means of Royal Lane (or by private rights-of-way which extend from Royal Lane) is eligible to become a member of the Association.

(c) The terms and provisions set forth on this Declaration and in any Supplemental Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the Bylaws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner or group of owners shall have more than one membership for each lot owned. Membership shall be appurtenant to and may not be

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separated from the fee ownership of any lot which is subject to assessment by the Association. Ownership of such lot shall be the sole qualification for membership.

SECTION 3. Voting Rights. The Association shall have two (2) classes of voting membership.

CLASS A. Class A members shall be all those owners as defined in Section 1(a) above, including the Declarants. Class A members (other than the Declarants) shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 1. The Declarants shall be entitled to three votes for each such unimproved lot which they own.

CLASS B. Class B members shall be those owners as defined in Section 1(b) above. Class B members shall be entitled to those voting rights specified in the Articles and Bylaws of the Association, and shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section 1.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and Bylaws of the Association. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but (except as provided above with respect to the Declarants) in no event shall more than one (1) vote be cast with respect to any lot. Class B members shall be ineligible to vote with respect to any matter contained in Article II (Annexations), in Article V (Assessments), or in Article XI, Section 5 (Amendments). Class B members' property rights in the common areas (Article IV) shall be contingent upon payment of assessments as provided in the Bylaws of the Association.

"AND, BE IT FURTHER RESOLVED, Article V, 'COVENANT FOR MAINTENANCE ASSESSMENTS' Sections: 4 - 'Special Assessments for Capital Improvements,' 5 - 'Uniform Rate of Assessment,' 6 - 'Date of Commencement of Regular Assessments and Fixing Thereof,' and 8 - 'Exempt Property' are hereby amended to read as follows:

SECTION 4. Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy, in any calendar year, a special assessment, for the purpose of defraying, in whole or in part, the cost or anticipated costs of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, and/or for the purpose of creating a special fund from which future construction or reconstruction, future repair or replacement of a described capital improvement upon the common area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members entitled to vote thereon not less than TEN (10) DAYS in advance of the meeting, setting forth the purpose of the meeting. Notwithstanding the foregoing, unimproved lots owned by Declarants shall be subject to assessments for capital improvements only to the extent of such expenses actually incurred (or to be incurred) in the same calendar year.

SECTION 5. Assessment Rates for Improved and Unimproved Lot Owners and Fixing Thereof. For the purposes of levying regular and special assessments, an unimproved lot is a lot upon which no house or detached garage (or similar structure) has been built and an improved lot is upon which a house or detached garage (or similar structure) or a portion thereof has been built. Both unimproved lots and owners thereof and improved lots and owners thereof shall be subject to regular and special assessments provided, however, that regular and special assessment rates on unimproved lots shall not exceed

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twenty-five percent (25%) of the regular and special assessment rates for improved lots.

SECTION 6. Payment of Assessments. Monthly or annual assessments will be payable at times determined by the Board of Trustees of the Association. Lots shall be deemed to be improved and assessments with respect to such lot shall be adjusted to the rate applicable to improved lots as of the first day of the calendar month following the commencement of construction of any house or detached garage (or similar structure) upon such lot and thereupon annual assessments shall be prorated over the period remaining in said calendar year.

SECTION 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:


- (a) All properties dedicated to and accepted by a local public authority;
- (b) The common area, including all roadways;
- (c) All Class B. Memberships, except as otherwise provided in the Articles of Incorporation in the Bylaws of the Association.

(All other provisions of the said "Declaration of Covenants, Conditions and Restrictions" and of said "Supplemental Declaration of Covenants, Conditions and Restrictions" remain unchanged and are in full force and effect.)

IN WITNESS WHEREOF, the Board of Trustees of the Royal Lane Homeowners Association has executed this instrument the 30TH day of January, 1984.

By


Trustee


Trustee

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By Joveta Letbetter
Trustee

Michael T. Mackay
Trustee

Blaine Johnson
Trustee

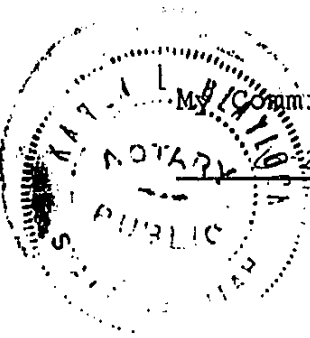
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 30 day of January, 1984, personally appeared before me Michael T. Mackay, Mary Beth Clark, Blaine Johnson, Steven Moore and Joveta Letbetter, who being by me duly sworn did say that they are the Trustees of Royal Lane Homeowners Association and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Trustees, and said trustees, duly acknowledged to me that said corporation executed the same.

James J. [Signature]
Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

10-25-84



JAN 31 11 41 AM '84
KARIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
REG. OF [Signature]
[Signature]