

WHEN RECORDED MAIL TO:

ATC-SL-A-50057-02-MLW

ICA Mortgage Corporation
445 East 4500 South #240
Salt Lake City, Utah 84107
Attn: George Craker

RIGHT-OF-WAY MAINTENANCE AGREEMENT

4194803

This Agreement is entered into on the days indicated below between the individual lot owners of the Newman's Lane Subdivision * as they are identified on Exhibit "A" and are hereafter collectively referred to as lot owners.

WHEREAS, the lot owners have acquired interest to particular lots as set forth in Exhibit "A" in the Newman's Lane Subdivision by Warranty Deed which has been subject to the Declaration of Restrictive Covenants recorded with the conveyance to the lot owner by R. K. Buie, Inc. and R. K. Buie Company, Inc.; and

WHEREAS, the lot owners have formed a homeowners association and incorporated it under the laws of the State of Utah with Articles of Incorporation and By-Laws governing its operation and effect for the purpose of enforcing the restrictions and covenants contained in the foregoing Declaration of Restrictive Covenants; and

WHEREAS, the transfer of title to the lot owners has been subject to and together with a right-of-way described ^{as Newman's Lane} /on the attached Exhibit "B" which has specifically excluded from the individual lots the ownership that portion of the right-of-way that encumbers their lots; and

WHEREAS, it is deemed advisable and desirous for the lot owners to set forth their agreement for the maintenance of the right-of-way in order to assure its continued use and benefit by each of the individual lot owners; and

*a non-regular subdivision

BOOK 5731 PAGE 1100

WHEREAS, it is desirous that such agreement be set forth in writing and be recorded.

NOW, THEREFORE, it is agreed and stipulated by each of the individual lot owners as follows:

1. Grant of Right of Way: The undersigned parties to this agreement each being an owner in fee of a lot in the Newman's Lane Subdivision each do hereby grant, deed, transfer and convey to all of the parties to this agreement and to their successors, heirs and assigns with an equal undivided interest, a right-of-way across the property of said individual lot owner herein according to the description provided for on Exhibit "A". This transfer and conveyance of right-of-way by each individual lot owner is made as to the portion of said right-of-way encumbering the lot owned by said lot owner and is granted from said lot owner as to that portion effecting his lot to all owners in Newman Lane Subdivision collectively with undivided equal ownership in said right of way for the purposes of egress and ingress and other reasonable appurtenant uses necessary for residential uses of the lots of Newman's Lane Subdivision. This grant and conveyance is conditional and subject to the understanding that said grantors individually are respectively grantees of a similar right-of-way interest from the remaining lot owners as to the portions of the right-of-way owned by each grantor individually.

2. Shared Right-of-Way: The undersigned including their successors and assigns shall share equally an undivided interest in the right-of-way described on Exhibit "B" and shall equally

BOOK 5731 PAGE 1101

share in the cost of maintenance of the common right-of-way to the subdivision lots. This right-of-way is understood to be a recorded exception to the legal description of each lot and the parties to this declaration consent and acknowledge the existence of the right-of-way as described above and take title to their lots subject to the obligations and together with the rights associated with said right-of-way.

a) Duties of HomeOwners Association. The Homeowners Association through their designated management committee or other entity authorized to act on their behalf shall be responsible for the proper maintenance of the roadway from the point of access from Cottonwood Lane to the nonencumbered property lines of the various lots. Maintenance shall include without limitation snow removal, maintenance of surfacing, repairs of the road base and surface and curbs as required, landscaping and all other duties and responsibilities related to the reasonable and normal care and maintenance of the right-of-way so as to provide safe and efficient egress and ingress to and from all lots in the subdivision.

3. Expenses of Roadway Maintenance: The expenses necessary for the maintenance of the roadway as set forth above and other expenses of the right-of-way shall be borne equally by all lot owners. The homeowners association shall provide for the budgeting of annual expenses at its annual meeting and shall assess each lot owner on a monthly, quarterly or annual basis for the expenses of the projected maintenance expenses for the coming

BOOK 5731 PAGE 1102

year. The homeowners association shall include in the budget an amount to be added to annually as a contingency fund for extraordinary repairs which fund shall be separately maintained and drawn against only for such extraordinary items. The cost of maintenance and repair of the right-of-way shall not include any fees of the homeowners association except as are directly incurred for the betterment or maintenance of the right-of-way. The homeowners association may but shall be under no obligation to improve upon the right-of-way beyond the condition at the time of this declaration. The costs for the management of the homeowners association in performing miscellaneous responsibilities such as the management committee's overhead cost, accounting costs, attorney's fees and miscellaneous expenses may be included in the fees for the roadway assessment if approved according to the Bylaws for the HomeOwners Association. Further, such fee and assessment may include the costs of casualty or public liability, fidelity or other insurance, the cost of landscaping and common lighting if any, the cost of all other services not separately billed or metered to individual lot owners and associated with the maintenance of the right-of-way. The amount of the fee shall be fixed annually as set forth pursuant to the budget of expenses at the annual meeting of the homeowners association.

4. Payment of Assessments: Each owner shall timely pay to the homeowners association his allotted portion of the budget upon the terms and at the time and in the manner provided by the homeowners association without any deduction on account of any set-off or claim which the lot owner may make against the

BOOK 5731 PAGE 1103

management committee or association. The penalties, fees and interest to accrue on late payment shall be determined by the homeowners association from time to time according to its rules and regulations. It is specifically understood and agreed that the amount of such assessments are to cover and fully reimburse the management committee for all expenses which it may incur in the performance of its responsibilities. The foregoing maintenance and service assessment shall be a charge on and shall be a continuing lien upon the lot against which each assessment is made or against the lot owned by the owner to whom the assessment is made. Such assessment shall be the personal obligation of the person who is the lot owner at the time the assessment is made and shall nevertheless also be deemed to be an obligation against that lot which shall run with and attach to the particular lot and be payable by assignees, voluntary or involuntary of the lot owner. If it is necessary to bring any action to collect these assessments, the homeowners association shall be entitled to reimbursement and to collect from the lot owner the cost of collection of the assessments, together with interest at such rate as provided for by the homeowners association or if not otherwise provided at 18% per annum and together with a reasonable attorney's fee necessary for such collection actions. The homeowners association shall be entitled to record a notice of lien of the amount of this assessment if it becomes in default and to proceed to foreclose upon said lien as provided for by Utah statute. Such lien shall not be recorded except upon the failure

BOOK 5731 PAGE 1104

of the lot owner to make payment within ten (10) days after receipt of written notice mailed by certified mail to the defaulting lot owner giving notice that the assessment is in default and demanding payment thereof.

5. Affect of Mortgages & Deeds: The liens provided for under this agreement shall be junior and subordinate to the first priority lien of any lenders, realty mortgage or deed of trust recorded against the lot and foreclosure of the liens provided for herein shall not affect or impair the first priority of such mortgage or deed of trust except to the extent that such lien is prior in time to the deed of trust or mortgage instrument.

6. Severability: Invalidity or unenforceability of any provision of this Agreement or of any Supplemental or Amended Agreement in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Agreement.

7. Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Agreement.

8. No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Agreement or in any Supplemental or Amended Agreement shall not operate as a waiver of any such provision, restriction, covenant or condition.

FORM 5731 (REV. 11-05)

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE executed this Agreement on the day and year written.

THE R. K. BUIE COMPANY INCORPORATED BUIECORP INC.

[Signature]
By: R. Kent Buie, President

[Signature]
By: Robert E. Buie, President

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me R. KENT BUIE, who being by me duly sworn did say that he, the said R. KENT BUIE is the President of THE R. K. BUIE COMPANY INCORPORATED, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said R. KENT BUIE duly acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing in:
Salt Lake City

My Commission Expires:
Aug 15, 1986

STATE OF UTAH)
 :
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me ROBERT E. BUIE, who being by me duly sworn did say that he, the said ROBERT E. BUIE is the President of BUIECORP INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said ROBERT E. BUIE duly acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing in:
Salt Lake City

My Commission Expires:
Aug 17, 1986

BOOK 5731 PAGE 1106

OWNERS OF LOT 1:

[Signature]

and

Debra W. Wright

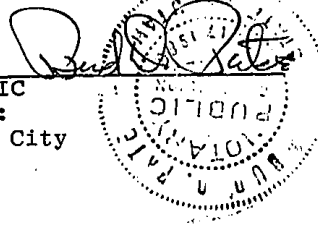
STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me Scott S. Wright and Debra W. Wright Owners of Lot 1, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



OWNERS OF LOT 2:

[Signature]

and

Ronda N. Hult

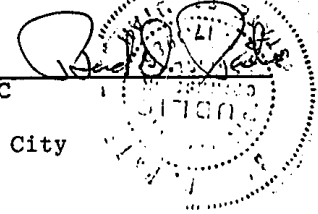
STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me D. Ray Hult and Ronda N. Hult Owners of Lot 2, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



OWNERS OF LOT 3:

R Kent Buie and Robert E Buie

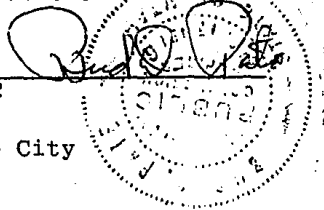
STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me R. Kent Buie and Robert E. Buie, Owners of Lot 3, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



OWNERS OF LOT 4:

Hans J Schmerse and Gaye S Schmerse

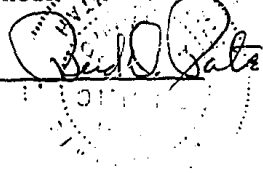
STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On the 28th day of December, 1985, personally appeared before me Hans J. Schmerse and Gaye S. Schmerse, Owners of Lot 4, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



BOOK 5731 PAGE 1108

OWNERS OF LOT 5:

Everett Herbert

and

Randy Herbert

STATE OF UTAH)

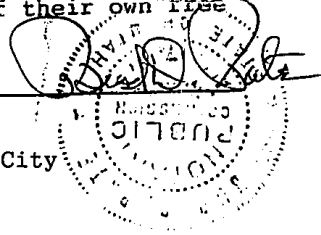
COUNTY OF SALT LAKE)

On the 7th day of January, 1986, personally appeared before me Everett Herbert and Randy Herbert, Owners of Lot 5, who being by me duly sworn did say that they have executed and signed the foregoing instrument of their own free will and accord.

My Commission Expires:

Aug 17, 1986

NOTARY PUBLIC
Residing in:
Salt Lake City



BOOK 5731 PAGE 1109

EXHIBIT "A"

Lot 1, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: Scott S. Wright and Debra Wright, husband and wife, as joint tenants
- b. Legal Description: Beginning at a point North 1860.16 feet and East 932.94 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'13" West 200.00 feet; thence North 89°56'00" East 199.00 feet; thence South 0°08'13" East 220.00 feet; thence South 89°56'00" West 199.00 feet to the point of beginning.

Lot 2, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: D. Ray Hult and Ronda N. Hult, husband and wife, as joint tenants
- b. Legal Description: Beginning at a point which is North 1860.392 feet and East 1131.950 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'13" West 230.00 feet; thence North 89°56' East 199.0 feet; thence South 0°16'30" East 230.0 feet; thence South 89°56' West 199.00 feet to the point of beginning.

Lot 3, NEWMANS LANE SUBDIVISION (Non-regular)

- a. Owner: R. K. Bute Company, Inc. and Buiscorp, Inc.
- b. Legal Description: Beginning North 2090.43 feet and East 1163.68 feet and North 89°56' East 186.21 feet from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Meridian; North 0°08'13" West 253.37 feet; North 89°56' East 211.38 feet; South 0°14' West 305.9 feet; North 89°56'56" West 229.97 feet; North 0°16'30" West 26.02 feet; North 89°56' East 20.04 feet to beginning.

Lot 4, NEWMANS LANE SUBDIVISION, (Non-regular)

- a. Owner: Hans J. Schmerse and Gaye S. Schmerse, husband and wife, as joint tenants
- b. Legal Description: Beginning at a point on the center line of Newman's Lane (a 20 foot r/w) said point being 2090.43 feet North and 1163.68 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°02'24" East, 253.42 feet; thence North 89°56' East 181.00 feet, thence South 0°08'13" East 253.37 feet; thence South 89°56' West 186.21 feet to the point of beginning.

Lot 5, NEWMANS LANE SUBDIVISION, (Non-regular)

- a. Owner: Everett C. Herbert and Randy Herbert.
- b. Legal Description: Beginning at a point 2090.15 feet North and 932.27 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'13" West 253.37 feet; thence North 89°56' East 236.62 feet; thence South 0°02'24" West 253.42 feet; thence South 89°56' West 231.41 feet to the point of beginning.

Swigge Shoggett
EVELYN PROCKET

ASSOCIATED TITLE
DEP

JAN 20 4 14 PM '86

SALT LAKE COUNTY,
UTAH

BOOK 5731 PAGE 1110

1700