

When recorded return to
Royal Lane Homeowners Assn.
2360 Royal Lane
Sandy, Utah 84093

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10 DECEMBER 90 04:43 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
RAY QUINNEY AND NEBEKER
REC BY: SHARON WEST , DEPUTY

THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS (INCLUDING AMENDMENT
TO SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND TO
SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS [AS AMENDED])

WHEREAS on November 13, 1990 at a regularly scheduled meeting of the lot owners of the Royal Lane Homeowners Association (including owners of lots in the Royal Lane Subdivision, in the Matsumori Subdivision and in the Royal Lane Subdivision No. 2 [as proposed]), 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, as further amended by that Second Amendment to Declaration of Covenants, Conditions and Restrictions (including Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions) dated January 30, 1984 and recorded as Entry No. 3898792, Book 5527, page 382 et seq., as further supplemented by that Second Supplemental Declaration of Covenants, Conditions and Restrictions (as Amended), dated April 7, 1990 recorded on April 19, 1990 as Entry No. 4902580, Book 6211, page 1649 et seq., 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;

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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.

Also, beginning at the center of Little Cottonwood Creek South 89°41'22" East 864.72 feet and North 0°32'52" West 847.41 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 0°32'52" West 458.78 feet to a point of curvature, thence along the arc of an 83.52 foot radius curve to the left 59.05 feet (central angle 40°30'26") thence North 0°32'52" West 129.5 feet, thence East 136.65 feet, thence North 4°37'06" East 172.01 feet, thence South 56° East 100.61 feet, thence East 229.64 feet, thence South 64° East 26.82 feet, thence South 986.98 feet, thence along the center line of Little Cottonwood Creek North 83°08' West 87.46 feet, thence North 38°43' West 216.5 feet, thence North 58°36'30" West 144.49 feet, thence South 83°24' West 116.69 feet to the point of beginning.

Also, Beg South 89°41'22" East 714.7 feet and North 0°32'55" West 674.9 feet and North 61°03' East 56 feet and North 25.9 feet and South 89°41' East 105.5 feet and North 0°32'55" West 115 feet more or less and Westerly 25.5 feet more or less from Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; North 40 feet; South 23°45' West 35.82 feet more or less to the center line of Little Cottonwood Creek; Easterly 16.13 feet along said Creek to the point of beginning.
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And also, 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:

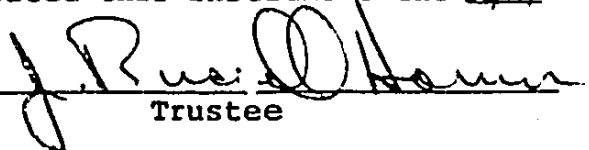
"RESOLVED, that the Declaration of Covenants, Conditions, and Restrictions of Royal Lane Subdivision as the same has been amended and supplemented is hereby further amended by adding a new ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS SECTION 3A, Assessment of Impact Fee Upon Improvement of Lots as follows:

"SECTION 3A. - Assessment of Impact Fee Upon Improvement of Lots. In addition to the regular assessments (as provided in this Article V, Section 3) and in addition to the special assessments (as provided in this Article V, Section 4), the Association may levy upon unimproved member lots a one-time impact fee at such time that an unimproved lot becomes an improved lot. The amount of the impact fee shall be fixed by the Board of Trustees but shall be in an amount not greater than 200% of the then effective regular annual assessment payable by improved lot owners and in any event not less than \$250.00 (provided that all unimproved lots shall be assessed on a uniform basis during the same calendar year). The due date of payment of the impact fee shall be determined by the Board of Trustees of the Association pursuant to the Articles of Incorporation and Bylaws of said Association. Written notice of the assessment of the impact fee shall be sent to the owner and the due date for the payment of same shall be set forth in said notice. The impact fee imposed by this Section shall be treated as a one-time additional regular assessment which shall be exempt from the limitations on assessments upon unimproved lots contained in this Article V, Sections 5 and 9 (to the extent applicable), but shall be otherwise subject to the provisions of this Article V."

(All other provisions of the said "Declaration of Covenants, Conditions and Restrictions" and of said "Supplemental Declaration of Covenants, Conditions and Restrictions" and of said "Second Supplemental Declaration of Covenants, Conditions and Restrictions [as amended]" 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 27th day of November, 1990.

By


Trustee

By Paul E. Johnson
Trustee

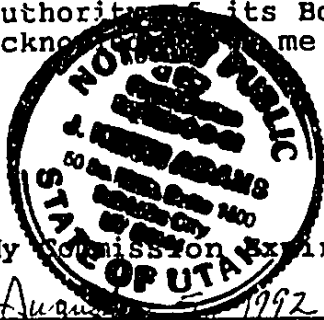
By J. Adams
Trustee

By Jeff H. Baker
Trustee

By J. Keith Adams
Trustee

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

On the 8th day of December, 1990, personally appeared before me J. Russell Homer, Charles Johnson, Jeff Baker and Steven Moore, 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.



My Commission Expires:
August 1992

J. Keith Adams
Notary Public
Residing at Salt Lake County, Utah

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

On the 29th day of November, 1990, personally appeared before me Keith Adams, who being by me duly sworn did say that he is a Trustee 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 trustee, July
acknowledged to me that said corporation executed the same.

Jessie M. Conn

Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

May 6, 1992

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