

9600

5665592
24 NOVEMBER 93 03:18 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
RAY QUINNEY & NEBEKER
PO BOX 45385 SLC, 84145-0385
REC BY: REBECCA GRAY, DEPUTY

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

SALT LAKE COUNTY, UTAH

5665592

THIS AMENDED AND RESTATED DECLARATION, made this 23rd day of November, 1993, by the ROYAL LANE HOMEOWNERS ASSOCIATION, including all of the members of the Royal Lane Homeowners Association and all lot owners of record of parcels hereafter described, hereinafter referred to as "Declarants":

WITNESSETH:

"WHEREAS, Declarants are the owners of the real property in the County of Salt Lake, State of Utah, described hereinafter as the "Association Property,"

AND WHEREAS said Declarants desire to Amend and Restate the Declarations of Covenants, Conditions and Restrictions for the convenience of the Declarants and to amend and clarify the covenants, conditions and restrictions applicable to the "Association Property" (hereafter described),

AND WHEREAS the Royal Lane Homeowners Association, was organized pursuant to the terms of that 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. as further amended by that 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]) dated November 29, 1990, recorded on December 10, 1990 as entry number 4999736, Book 6275 at page 0066 et seq., as further amended by that Fourth 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]) dated August 27, 1992, recorded on August 31, 1992 as entry number 5322439, as further amended by that Agreement of Association and Declaration of

BK 6809 PG 2186

Covenants, dated October 13, 1992, recorded on October 19, 1992, as Entry No. 5354103, Book 6538 at page 0624 et seq. (all such declarations and supplemental declarations and amendments thereto above listed being collectively referred to hereafter for purposes of convenience as the "Declarations") affecting the following described real property in the County of Salt Lake, State of Utah, described as follows:

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;

Also, beginning at the center of Little Cottonwood Creek South $89^{\circ}41'22''$ East 864.72 feet and North $0^{\circ}32'52''$ 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 $0^{\circ}32'52''$ 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 $40^{\circ}30'26''$) thence North $0^{\circ}32'52''$ West 129.5 feet, thence East 136.65 feet, thence North $4^{\circ}37'06''$ 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 $83^{\circ}08'$ West 87.46 feet, thence North $38^{\circ}43'$ West 216.5 feet, thence North $58^{\circ}36'30''$ West 144.49 feet, thence South $83^{\circ}24'$ West 116.69 feet to the point of beginning, BUT LIMITED TO Lots 1, 2, 5, 6, 7, 8 and 9 (excluding Lots 3, 4, and 10) of Royal Lane Subdivision No. 2, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder;

Also, 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 $0^{\circ}32'52''$ 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 $0^{\circ}32'52''$ 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 $55^{\circ}06'$ West 92.44 feet; thence Northwesterly along a curve to the right 45.59 feet; thence North $0^{\circ}32'52''$ 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 [which parcel is herein sometimes referred to as the "Matsumori Subdivision"];

Also, beginning South $89^{\circ}41'22''$ East 714.7 feet and North $0^{\circ}32'55''$ West 674.9 feet and North $61^{\circ}03'$ East 56 feet and North 25.9 feet and South $89^{\circ}41'$ East 105.5 feet and North $0^{\circ}32'55''$ 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 $23^{\circ}45'$ 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. 0.01 AC M or L;

Also, beginning South $89^{\circ}41'22''$ East 714.7 feet and North $0^{\circ}32'52''$ West 581.5 feet from the Center of Section 34, Township 2 South, Range 1 East, S.L.B. & M., and running thence North $0^{\circ}32'52''$ West 93.40 feet, thence North $61^{\circ}03'$ East 56.0 feet, thence North 25.9 feet, thence South $89^{\circ}41'$ East 25.4 feet, thence South $38^{\circ}05'56''$ West 68.04 feet, thence Southwesterly along a 148 foot radius curve to the left 99.83 feet (central angle $38^{\circ}38'48''$) to the point of beginning (Containing 0.043 acres);

Also, beginning at a point 664.7 feet South $89^{\circ}41'22''$ East from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; running thence North $0^{\circ}32'52''$ West 647.194 feet; thence North $61^{\circ}03'$ East 56.837 feet, thence South $0^{\circ}32'52''$ East 674.978 feet, thence North $89^{\circ}41'22''$ West 50.00 feet to the point of Beginning (containing 0.7588 acres);

Also, beginning on the West line of a 50 foot right of way at a point North 642.09 feet and East 669.44 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base & Meridian, and running thence Northeasterly along the arc of a 198.00 foot radius curve to the right 10.025 feet (chord bears North $20^{\circ}01'20''$ East 10.024 feet), thence North $61^{\circ}03'$ East 40.42 feet, thence South $61^{\circ}03'$ West 44.42 feet to the point of beginning (contains 279.1 sq. feet);

And also, beginning at a point which is South 89 degrees 41 minutes 22 seconds East 516.70 feet and North 00 degrees 32 minutes 52 seconds West 331.33 feet from the center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 00 degrees 32 minutes 52 seconds West 71.50 Feet; thence North 59 degrees 07 minutes 00 seconds West 28.10 feet; thence North 00 degrees 32 minutes 52 seconds West 110.00 feet; thence North 69 degrees 00 minutes 00 seconds East 25.59 feet; thence North 00 degrees 12 minutes 10 seconds East 146.94 feet; thence South 74 degrees 57 minutes 00 seconds East 151.64 feet; thence South 00 degrees 32 minutes 52 seconds East 313.48 feet; thence North 89 degrees 41 minutes 22 seconds West 148.00 feet to the point of beginning. [Bearing of bearing: section line between the center

monument and the East quarter corner monument of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian, which is South 89 degrees 41 minutes 22 seconds East as surveyed.] (hereafter sometimes referred to as the "Thomson Parcel").

[hereafter all] of the above described parcels of real property are collectively referred to as the "Association Property".

WHEREAS, Declarants have deemed it desirable since to impose a general plan for the improvement and development of the Association Property described herein and the adoption and establishment of uniform covenants, conditions and restrictions upon said Association Property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability, and attractiveness of said Association Property; and

WHEREAS, Declarants have deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the said Association Property pursuant to the provisions of this Amended and Restated Declaration, to delegate and assign the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, ROYAL LANE HOMEOWNERS ASSOCIATION, a non-profit corporation, has been incorporated under the laws of the State of Utah and has filed Articles of Incorporation (hereafter referred to as the "Articles") for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarants are desirous of Amending and Restating the "Declarations" in a manner that the "Declarations" will be uniformly applicable to all parcels of the Association Property by obtaining the necessary approval of the Royal Lane Homeowners Association and by obtaining the necessary seventy-five percent vote of approval of all of the owners of record of the parcels in the Association Property, and

WHEREAS, Declarants may hereafter convey title to all of said lots in the Association Property subject to certain protective covenants, conditions and restrictions hereinafter set forth;

NOW THEREFORE, Declarants hereby covenant, agree and declare that all of said Association Property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the whole tract of the Association Property described herein and for the benefit of the existing and future owners of lots and parcels situate in the Royal Lane Subdivision, in the Royal Lane Subdivision No. 2, in the "Matsumori

Subdivision," and in the "Thomson Parcel," including the successors and assigns of such owners. These covenants, conditions, restrictions and easements shall run with the said Association Property and shall be binding on all parties having or acquiring any right, title or interest in the described Association Property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon said Association Property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Amended and Restated Declaration and also to any supplemental declaration recorded pursuant to Article II hereof and are defined as follows:

SECTION 1. "Association" shall mean and refer to ROYAL LANE HOMEOWNERS ASSOCIATION, a non-profit corporation, incorporated under the laws of the State of Utah, its successors and assigns.

SECTION 2. "Common area" and "common facilities" shall mean all real property owned by the Association for the common use and enjoyment of the members of the Association including, but not limited to, private streets, easements, parkways and rights-of-way.

SECTION 3. "Conveyance" shall mean and refer to conveyance of a fee simple title to any lot.

SECTION 4. "Declarants" shall mean and refer to the owners of parcels and lots within the boundaries of the Association Property.

SECTION 5. "Deed of trust" shall mean the conveyance of any lot or other portion of the Association Property to secure the performance of an obligation.

SECTION 6. "Lot" shall mean and refer to a recorded lot within the Association Property, and any other properties annexed pursuant to the Declarations, upon which there has been or will be constructed a single family residence, but shall not mean or include any common area.

SECTION 7. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties,

including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

SECTION 9. "Parkways" shall include unpaved areas adjacent to the Royal Lane right-of-way lying between the actual asphalted roadway and the property lines of adjacent lots and parcels [to the extent that such property lines are not wholly located within the asphalted roadway area]. Parkways are Common Areas.

ARTICLE II

ANNEXATION OF ADDITIONAL PROPERTY

Any real property may be annexed to and become subject to this Amended and Restated Declaration by any of the methods set forth hereinafter in this Article, as follows:

SECTION 1. Annexation Without Approval and Pursuant to General Plan. Any real property may be annexed to and become subject to this Amended and Restated Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, providing and on condition that:

(a) Prior to the conveyance of title to any improved lots within the real property to be annexed to individual purchasers thereof, fee simple title or right-of-way to the common area within said real property shall be conveyed to the Association, free and clear of any and all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, covenants, conditions and restrictions then of record, including those set forth in this Amended and Restated Declaration.

(b) A Supplementary Declaration of Covenants, Conditions and Restrictions, as described hereinafter in Section 3 of this Article, covering the real property to be annexed shall be executed and recorded by the owner of said real property, or its successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Amended and Restated Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the Association.

SECTION 2. Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to

vote, any owner of single-family residential property and/or property for the common use of owners of such residential property who desires to add such property to the plan of this Amended and Restated Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 3 of this Article.

SECTION 3. Supplementary Declarations. The additions authorized under the foregoing Sections shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument with respect to the additional property which shall extend the plan of this Amended and Restated Declaration to such property.

Such supplementary declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Amended and Restated Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Amended and Restated Declaration. In no event, however, shall any such Supplementary Declaration merge or consolidate, revoke, modify or add to the covenants established by this Amended and Restated Declaration within the existing property, except as hereinafter otherwise provided.

The recordation of said Supplemental Declaration shall constitute and effectuate the annexation of the said real property described therein, making said real property subject to this Amended and Restated Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners of lots in said real property shall automatically be members of the Association.

SECTION 4. Mergers or Consolidations. Upon a merger or consolidation of the Association with another Association, as provided in its Articles, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Amended and Restated Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

ARTICLE III

MEMBERSHIP

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 "Declarations" 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 Amended and Restated 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 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 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 2. Transfer. The membership held by any owner of a lot shall not be transferred, pledged or alienated in any way, except upon the sale or encumbrance of such lot, and then only to the purchaser or deed of trust holder of such lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot should fail or refuse to transfer the membership registered in his name to the purchaser of such lot, the Association shall have the right to record the transfer upon the books of the Association.

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.

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 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.

SECTION 4. Issuance of Certificates of Membership and Transfer. Subject to the terms and conditions specified in the Articles and Bylaws of the Association, the Association shall issue one certificate of membership (Class "A" or Class "B" as appropriate) to each member (but not more than one certificate per lot). Such certificates shall be transferred on the books and records of the Association and the books and records of the Association (with respect to the ownership of such certificates of membership) shall constitute the membership roster of the Association and the roll of members eligible to vote on matters coming before the members of the Association. The Board of Trustees is empowered to impose a reasonable fee in connection with the issuance, replacement, or transfer of such membership certificates.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

SECTION 1. Members' Easements of Enjoyment. Subject to the terms and conditions specified in the Articles and Bylaws of the Association, every member shall have a right and easement of enjoyment in and to the common area, and such easement shall be appurtenant to and shall pass with the title to every assessed lot, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use of the common area including but not limited to private streets and the recreational facilities thereof.

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the common area and facilities and to aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinate to the rights of the members.

(c) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless a written instrument pursuant to a two-thirds majority vote of those present at a meeting for this purpose that has been duly called of members including proxies who are entitled to vote has been recorded, agreeing to such dedication

or transfer, and unless written notice of the proposed action is sent to every member not less than TEN (10) DAYS in advance.

SECTION 2. Delegation of Use. Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

SECTION 3. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the common area and the facilities thereon or by abandonment of his lot other than by sale thereof.

SECTION 4. Title to the Common Area. The Declarants hereby covenant for themselves, their successors and assigns, that they will convey their title or rights-of-way to common areas in the existing property to the Association, free and clear of all encumbrances and liens, except current real property taxes, which taxes shall be prorated to the date of transfer, and easements, conditions and reservations then of record, including those set forth in this Amended and Restated Declaration.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. Each Class A member, by acceptance of a uniform real estate contract or deed therefor or otherwise, whether or not it shall be so expressed in any such contract or deed (except as hereinafter provided with respect to the Declarants) is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the parcel contained in the Association Property and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment together with such interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such parcel of the Association Property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. No membership may be transferred to a subsequent lot owner until all due interest and penalty charges have been paid in full.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association and, in particular, for the improvement and

maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the common area.

SECTION 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Trustees of the Association pursuant to the Articles and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

SECTION 4. 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 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.

SECTION 5. 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.

SECTION 6. 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 twenty-five percent (25%) of the regular and special assessment rates for improved lots.

SECTION 7. 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. Certificate of Payment. The Association shall, upon demand, furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 9. Exempt Property. The following property subject to this Amended and Restated 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; and
- (c) All Class B Memberships, except as otherwise provided in the Articles, or in the Bylaws of the Association.

SECTION 10. Certain Declarants' Exemption from Regular and Special Assessments Continued. Pursuant to the provisions of that "Supplemental Declaration of Covenants, Conditions, and Restrictions," dated September 8, 1983, and pursuant to the provisions of that "Second Supplemental Declaration of Covenants, Conditions, and Restrictions [as Amended]," dated April 7, 1990, the "Declarants" thereof (i.e. Val and Jane Lund, and Orin and Beverly Lund) were granted certain exemptions from Regular and Special Assessments. Nothing herein contained shall be deemed to enlarge or diminish the exemptions expressly granted to said persons.

ARTICLE VI

NON-PAYMENT OF ASSESSMENTS

SECTION 1. Delinquency. Any assessment provided for in this Amended and Restated Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within FIFTEEN (15) DAYS after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed \$10.00 per each delinquent assessment. If any such assessment is not paid within THIRTY (30) DAYS after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 10% per annum, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section 2 hereof, to foreclose the lien (provided for in Section 1 of Article V hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and a reasonable attorney's fee, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

SECTION 2. Notice of Lien. No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein provided less than THIRTY (30) DAYS after the date of notice of claim of lien is deposited in the United States mail, certified or registered to the owner of said lot.

SECTION 3. Foreclosure Sale. Any such foreclosure and subsequent sale provided for above is to be conducted in accordance with the laws of the State of Utah relating to liens, mortgages, and deeds of trust. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

SECTION 4. Curing of Default. Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed \$25.00, to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

SECTION 5. Cumulative Remedies. The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and

by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

SECTION 6. Subordination of Assessment Liens. If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a deed of trust: (1) the foreclosure of any lien created by anything set forth in this Amended and Restated Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed of trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure of deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VII

ARCHITECTURAL CONTROL

SECTION 1. Architectural Approval. No building, fence, wall, or other structure shall be commenced or erected upon the properties, nor shall any exterior addition to or change or alteration therein, including antennas, be made until the plans and specifications showing the nature, kind, shape, size, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Committee provided for in Section 5 hereof. **THE ARCHITECTURAL COMMITTEE IS AUTHORIZED TO PROMULGATE ADDITIONAL STANDARDS, RULES AND REGULATIONS (NOT INCONSISTENT WITH THE EXPRESS PROVISIONS OF THIS AMENDED AND RESTATED DECLARATION) WHICH ARE BINDING AND ENFORCEABLE EVEN THOUGH NOT CONTAINED HEREIN.** The Architectural Committee shall furnish copies of such other standards, rules and regulations without charge upon written request.

SECTION 2. Landscaping Control. Each member shall maintain his lot in an attractive and safe manner so as not to detract from the community.

SECTION 3. Maintenance of Entrance Ways; Maintenance of Parkways. Commencing at the time of occupancy or completion of the dwelling, each Class A owner of corner lots or lots adjacent to parkways shall be responsible to maintain in an attractive manner adjacent parkways and entrance ways, including (but not limited to) any special landscaping emplaced within such parkways or at street entrances by the Association. In the event that the parkways are covered with natural trees and shrubs, the same shall not be removed without the express written consent of the Architectural

Committee. The maintenance of entrance ways and parkways shall include planting, watering and weeding of planted areas. No portion of the parkways shall be paved without the express written consent of the Architectural Committee. No permanent improvements shall be erected upon the parkways. To the extent that the Architectural Committee consents to the erection of fences, pillars, mailboxes, driveways, etc. on such parkways, adjacent lot owners shall be responsible to remove, at their own cost, any such improvements in the event that the Association determines to widen the pavement of the right-of-way. The parkways shall not be utilized for overnight parking, for storage of vehicles, or as a dumping place of refuse or debris under any circumstances. Vehicles may be temporarily parked only within the boundaries of paved driveways which traverse the parkways in giving access to adjacent lots. The Association shall be responsible for maintenance of signs and special lighting as outlined in Article VIII Section 1 (b).

SECTION 4. Building and Landscaping Time Restrictions. The exterior construction of all structures shall be completed within a period of two (2) years following commencement of construction. The front yard of each lot shall be landscaped within a period of one (1) year following completion or occupancy of each dwelling. Side and rear yards shall be landscaped within a period of two (2) years following completion or occupancy of each dwelling. Areas covered with natural foliage (e.g. scrub oak) will be considered landscaped.

All Class A members of the Association possessing vacant lots shall be responsible for keeping such lots clean in appearance and free from all refuse and potential fire hazards. No vacant lot shall be used for storage of any kind except during the construction period.

SECTION 5. Appointment of Architectural Committee. The Association shall appoint the Architectural Committee, consisting of not less than three (3) members. In the event of the death or resignation of any member of the Committee, the Board of Trustees of the Association shall appoint such member's successor.

SECTION 6. General Provisions. The members of such Committee shall not be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of such Committee shall be in force for a period of twenty-five (25) years from the date of the recording of this Amended and Restated Declaration. Such powers and duties shall continue following the twenty-five year period until a written instrument has been executed and duly recorded by the then record owners of a majority of the lots appointing a representative or representatives who shall thereafter exercise the same powers previously exercised by said Committee. Said Representatives may be the members of the Board of Trustees of the Association.

ARTICLE VIII

DUTIES AND POWERS OF THE ASSOCIATION

SECTION 1. Duties and Powers. In addition to the duties and powers enumerated in the Articles and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

(a) Own, and/or maintain and otherwise manage all of the common areas and all facilities, improvements and landscaping thereon, including but not limited to the private streets and street fixtures, guard house (if any), and all other property acquired by the Association.

(b) Establish and maintain street entrance ways and parkways, including maintenance of street signs and special lighting which may be emplaced on corner lots and at entrance ways. Watering and weeding of planting areas shall be the responsibility of lot owners as specified in Article VII, Section 3.

(c) Have the authority to obtain, for the benefit of all of the common areas, all water, gas and electric services and refuse collection.

(d) Grant easements where necessary for utilities and sewer facilities over the common areas to serve the common areas and the lots.

(e) Maintain such policy or policies of insurance as the Board of Trustees of the Association deems necessary or desirable in furthering the purposes of protecting the interests of the Association and its members.

(f) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the annual meeting of the members of the Association.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Trustees of the Association.

(h) Have a duty to maintain the streets, control the placement of mailboxes, maintain common areas and provide for refuse collection and snow removal.

ARTICLE IX

EASEMENTS

SECTION 1. Entry & Use; Obligation to Restore. The rights and duties of the owners of lots within the properties with respect to sanitary sewer and water, electricity, gas and telephone and Cable Television lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone and Cable Television lines or drainage facilities are installed within the properties, which connections, lines or facilities, or any portion thereof lie in or upon lots owned by Association or other than the owner of a lot served by said connections, the Association and the owners of any lot served by said connections, lines or facilities shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the lots or to have utility companies enter upon the lots within the properties in or upon which said connections, lines or facilities, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when the same may be necessary as set forth below.

(b) Wherever sanitary sewer connections and/or water connections or electricity, gas or telephone or Cable Television lines or drainage facilities are installed within the properties, which connections serve more than one lot, the owner of each lot served by said connections shall be entitled to the full use and enjoyment of such portions of said connections as service his lot, PROVIDED HOWEVER, such owner shall be obligated to repair and restore to the reasonable satisfaction of the Architectural Committee any damage done to the asphalt surface of the roadways in gaining access to such sewer, water, gas or other services. The obligation to repair and restore such asphalt shall accrue as a lien encumbering such lot or parcel.

SECTION 2. Reservation. Easements over the lots and common area properties for the installation and maintenance of electric, telephone, Cable Television, water, gas and sanitary sewer lines, drainage facilities, and street entrance ways as shown on the recorded tract map of the properties, or other documents of record, are hereby reserved by Declarants for the use and benefit of the Class A members of the Association.

SECTION 3. Installation & Maintenance. Easements for the purpose of installing and maintaining the security of the perimeter fencing are hereby reserved by Declarant for the use and benefit of the Class A members of the Association.

SECTION 4. Future Installation. There is hereby reserved over the lots the right to emplace on, under or across such property, transmission lines and other facilities for a community antenna television system and the right to enter upon the property to service, maintain, repair, reconstruct and replace said lines or facilities,

provided, however, that the exercise of such rights does not unreasonably interfere with the owner's reasonable use and enjoyment of said lot.

SECTION 5. Drainage. Easements over the lots and common area for the purpose of drainage, the installation and maintenance of drainage facilities and ingress and egress for the purpose of such installation and maintenance are hereby reserved to Declarants for the use and benefit of the Class A members of the Association.

SECTION 6. Ingress & Egress. Declarants hereby grant, warrant and convey unto the Association solely for the use and benefit of the Class A members of the Association private rights-of-way for ingress and egress over the rights-of-way and streets which are described as set forth in the official plats of the Royal Lane Subdivisions #1 and #2, and of the Matsumori Subdivision, as described in the official plats thereof on file in the official records of the Salt Lake County Recorder. Declarants hereby grant, warrant and convey unto the Association, for the use and benefit of the Class A members of the Association, an easement for the installation of sanitary sewer, water lines, underground electricity, gas, underground telephone and underground Cable Television lines and drainage facilities which easement shall be forty (40) feet in width having as its centerline the centerline of any rights-of-way contained within the Association Property, whether or not such right-of-way is paved, and which easement shall run the length of such centerline terminating at the same point.

ARTICLE X

USE RESTRICTIONS

SECTION 1. Residential Uses; Buried Utilities; Screens. All lots in the Association Property as shall be annexed thereto shall be known and described as residential lots and shall be used for no purpose other than residential purposes, save and except the lots owned by the Association, i.e., the community area lots on which may be placed landscaping and recreational facilities and private streets. No building shall be erected, altered, or placed or permitted to remain on any such residential lot other than a building used as a single family dwelling.

All water, gas, electrical, telephone and other utility lines within the limits of the above described Association Property except for meter or junction boxes shall be buried underground wherever possible and not be exposed above the surface of the ground.

All clothes lines, yard equipment and other materials remaining outside any building on any lot shall be screened by planting or fencing so as to conceal them from the view of neighboring lots, streets, access road and areas surrounding the subdivision.

SECTION 2. Nonresidential Uses Not Permitted. No part of the Association Property shall be used for any commercial, manufacturing, mercantile, storing, vending, or other such non-residential purposes.

SECTION 3. Signs. No sign or billboard of any kind shall be displayed to the public view on any portion of the Association Property or any lot, except one sign for each building site, of not more than eighteen (18) inches by twenty-four (24) inches, advertising the property for sale or rent.

SECTION 4. Maintenance. Each lot and all improvements on any lot shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair.

SECTION 5. Noxious Activities Prohibited. No noxious or offensive activity shall be carried on nor shall anything be done or placed which is a nuisance or cause embarrassment, disturbance or annoyance of any kind to others, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or which shall in any way interfere with the quiet enjoyment of each of the owners of his respective dwelling unit or which shall in any way increase the rate of insurance, nor shall any activities be conducted, nor improvements constructed, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the subdivision property and no open fire shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and well designed interior fireplace.

SECTION 6. Lights, Noises, Odors. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any lot which is unreasonably loud or annoying including but without limitations, speakers, horns, whistles, bells and other sound devices, except musical instruments or security and fire alarm devices used exclusively to protect land or buildings; and no odors shall be emitted from any lot which are noxious or offensive to others.

SECTION 7. Equipment & Vehicles to be Screened. No unsightliness shall be permitted without limiting the generality of the foregoing, (a) any unsightly facilities, equipment, tools, boats, campers, trailers, or vehicles other than automobiles, objects and conditions shall be appropriately screened from view, except during the time such items are in actual use; (b) no mobile homes, or trucks (other than pickup trucks) shall be kept or permitted to remain upon the lot; (c) no vehicle, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the lot, except for work done entirely within garages, storage buildings, or residences, or work otherwise screened from view; and (d) except when deposited for collection, all refuse, garbage and trash shall be placed and kept at all times covered containers and such containers shall be kept within an enclosed structure or appropriately screened from view.

BK6809PG2204

SECTION 8. Kennels, Fowl Not Permitted. Animals, except household pets, will not be maintained for commercial breeding purposes or for production of food, fur, or fiber. No kennels will be maintained and no stables will be constructed. No trash, ashes or any other refuse may be dumped on any part of this Association Property; notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

SECTION 9. No Drilling Activities. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot except by and for the benefit of the Association.

SECTION 10. Antennae, Satellite Dishes Restricted. No television, radio, or other electronic antenna, satellite dish or device of any type shall be erected, constructed, placed or permitted to remain on any of the houses or structures on the lots in said Association Property unless and until the same shall have been approved in writing by the Architectural Committee of the Association. No television, radio or other electronic antenna shall be erected, constructed, placed or permitted to remain on any of the lots in said Association Property, unless and until the same shall have been approved in writing by the Architectural Committee of the Association.

SECTION 11. Erosion Control. All slopes or terraces on any lot shall be maintained, so as to prevent any erosion thereof upon adjacent streets or adjoining property.

SECTION 12. No Other Rights of Way. No ingress or egress to the Association Property described herein shall be permitted for use of any person or vehicle except through designated gateways, unless authorized in writing by the Board of Trustees. Any such authorization shall become null and void if the security of said area is diminished.

SECTION 13. Perimeter Fences, Security. Owners whose lots are located along the perimeter of the tracts described herein shall be responsible for maintaining and fencing according to its original state or replacing such with a wall or fence for the purpose of preserving or improving the security of the area. Alternative or replacement fencing shall meet the prior written approval of the Board of Trustees.

SECTION 14. Removal of Natural Vegetation Restricted; Preservation of Creek Bank in Natural State. No living trees or shrubs naturally grown on the above described Association Property or any parcel thereof shall be removed from any lot except as may be reasonably necessary to provide for the construction and maintenance of homes, garages, driveways, walkways, roads, streets or other subdivision

improvements such as sewer lines, water lines, etc. If such trees or shrubs die; the lot owner shall replace the same with a suitable or similar shrub or tree, as the case may be. All such buildings, walkways and driveways shall be sited upon the lots to accommodate existing vegetation whenever possible and care shall be taken to minimize the removal of such living trees and shrubs whenever practicable. No living trees or shrubs located within 40 feet of the banks of Little Cottonwood Creek shall be removed except as may be necessary to remove hazards to the safety or health of the residents or except as may be necessary to remove diseased or dead vegetation or vegetation which constitutes a flood hazard. No lot owner shall cause to be constructed any walkways, patios, terraces, or similar improvement along the banks or in the bed of Little Cottonwood Creek and no walls shall be constructed along the said banks or in the said streambed except as may be necessary to arrest serious erosion of the streambank which erosion would endanger any permanent improvements on adjoining lots and such banks and streambed shall be maintained in a natural state insofar as possible. No materials or refuse of any kind whatsoever shall be dumped into Little Cottonwood Creek. Owners of those lots which adjoin said stream shall promptly remove all refuse and debris from the adjoining streambed and such owners shall report and remove from said streambed all potential flood hazards. No rock, metal or concrete riprap shall be installed in said streambed and no excavation or unnatural channelization shall be permitted in Little Cottonwood Creek, in particular, that portion of the Creek which borders the Association Property.

SECTION 15. Basement Windows to be Protected From Flood Waters.

Inasmuch as this property borders a natural stream, and the possibility of a flood, though remote, is present, all the structures shall be constructed in such a manner as will prohibit or prevent flood water penetration into said structure from the ground level or bottom floor of said structure to a point which is ten inches above the existing ground level on which said structure is to be built.

SECTION 16. Fences & Walls; Swimming Pools. No fence or wall shall be constructed or remain on any lot with a height in excess of six feet from the natural level of the ground, excepting fences erected around swimming pools, tennis courts and similar recreational facilities. In addition, no fence or barrier of any type may be located, erected, or maintained on any lot except upon the construction and occupancy of a dwelling unit on the same lot or on an adjacent lot under the same ownership. Walls, pillars or fences erected in front of the center line of any dwelling unit shall be constructed of brick, stone, concrete, wrought iron, or wood and shall be well maintained (and painted, if appropriate) and shall not be constructed any closer than four feet from the edge of the paved right of way (provided that any existing, non-conforming pillars or walls shall be permitted). All swimming pools shall be entirely enclosed by a child-proof fence or wall not less than four feet in height with a self latching lock on any gate in such wall or fence. All swimming pools, including the fence or wall enclosure, shall otherwise be maintained in good repair and otherwise in accordance with applicable ordinances.

SECTION 8. Kennels, Fowl Not Permitted. Animals, except household pets, will not be maintained for commercial breeding purposes or for production of food, fur, or fiber. No kennels will be maintained and no stables will be constructed. No trash, ashes or any other refuse may be dumped on any part of this Association Property; notwithstanding the foregoing, no animals or fowl may be kept on the properties which result in an annoyance or are obnoxious to residents in the vicinity.

SECTION 9. No Drilling Activities. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon the surface of any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot except by and for the benefit of the Association.

SECTION 10. Antennae, Satellite Dishes Restricted. No television, radio, or other electronic antenna, satellite dish or device of any type shall be erected, constructed, placed or permitted to remain on any of the houses or structures on the lots in said Association Property unless and until the same shall have been approved in writing by the Architectural Committee of the Association. No television, radio or other electronic antenna shall be erected, constructed, placed or permitted to remain on any of the lots in said Association Property, unless and until the same shall have been approved in writing by the Architectural Committee of the Association.

SECTION 11. Erosion Control. All slopes or terraces on any lot shall be maintained, so as to prevent any erosion thereof upon adjacent streets or adjoining property.

SECTION 12. No Other Rights of Way. No ingress or egress to the Association Property described herein shall be permitted for use of any person or vehicle except through designated gateways, unless authorized in writing by the Board of Trustees. Any such authorization shall become null and void if the security of said area is diminished.

SECTION 13. Perimeter Fences, Security. Owners whose lots are located along the perimeter of the tracts described herein shall be responsible for maintaining and fencing according to its original state or replacing such with a wall or fence for the purpose of preserving or improving the security of the area. Alternative or replacement fencing shall meet the prior written approval of the Board of Trustees.

SECTION 14. Removal of Natural Vegetation Restricted; Preservation of Creek Bank in Natural State. No living trees or shrubs naturally grown on the above described Association Property or any parcel thereof shall be removed from any lot except as may be reasonably necessary to provide for the construction and maintenance of homes, garages, driveways, walkways, roads, streets or other subdivision

SECTION 17. Restrictions on Size of Buildings; Designs Must Meet Minimum Criteria. No buildings shall be erected or placed upon any parcel in Royal Lane Subdivision, in the Matsumori Subdivision, in the Royal Lane Subdivision #2, and in the "Thomson Parcel", other than single family dwellings including an attached storage facility and a detached or attached garage. No attached sheds or out buildings shall be erected or placed upon any lot, except that detached patio roofs, storage buildings, gazebos, etc. (not to exceed one story in height and not used for rental purposes or for the sheltering or harboring of any fowl or other animals) may be constructed if screened from the view of neighboring lots, streets, access roads and areas surrounding the subdivision. No building or structure of any type whatsoever (except fences as permitted earlier) may be erected within 40 feet of the bank of Little Cottonwood Creek.

Each single family dwelling erected or placed upon a lot within the Royal Lane Subdivision, in the Matsumori Subdivision, in the Royal Lane Subdivision #2, and in the "Thomson Parcel," shall comply with the following conditions and requirements:

a. Architectural Committee Approval, as outlined in ARTICLE VII must be obtained before construction (including excavation or other action on the lot) may be taken. Particularly, dwelling elevations (total height of the dwelling both from ground level and in comparison with other dwellings in the subdivision) must be approved by the Architectural Committee.

b. Plans for construction and actual construction of the dwelling must include the following features:

i. The garage must be a three-car garage.

ii. Window wells must be designed to minimize damage to "basement" levels in the event of surface flooding.

iii. Window frames must be wood or vinyl (or wood encased in vinyl) or anodized aluminum or enameled aluminum (Window canopies, if any, must also comply with this requirement.)

iv. All plans and actual construction of dwellings must adequately address water drainage and excess water disposal issues and all excess surface water must be channeled or disposed of so as not to unduly burden neighboring lots.

v. A minimum "setback," measured both from the front and from the side (if the lot is located on a corner) is required as follows: (1) in the event that the property line runs (approximately) along the center of a 20 foot wide (approximate) or smaller, asphalted road servicing the lot, the minimum "setback" shall be 50 feet from the property line; (2) in the event that the property line is (approximately) at the edge of 20 foot wide (approximate) or smaller, asphalted road servicing the lot, the minimum "setback" shall be 40 feet from the property line; and (3) in the event that the property line is (approximately) at the edge of a right-of-way, whether or not entirely asphalted, the minimum "setback" shall be 40 feet from the property line. In the event that such minimum "setback" would conflict with "setback" requirements of Salt Lake County mandated to preserve stability of the hillside or of Little Cottonwood Creek, the lesser "setback" permitted by Salt Lake County shall be permissible PROVIDED THAT IN NO EVENT shall the minimum "setback" be less than 35 feet from the property line.

vi. All homes should include a "basement" level approximately equal in size to the main floor level, unless such "basement" would be violative of applicable flood control or other governmental restrictions.

vii. Exterior wall design and colors must be in harmony with existing dwellings.

c. Any dwelling constructed on a lot in Royal Lane Subdivision, in the Matsumori Subdivision, in the Royal Lane Subdivision #2, and in the "Thomson Parcel," must contain a minimum of 4,000 square feet of living area [not including nonliving areas such as garages and attached sheds] (i.e. the minimum square footage of the living area of the smallest existing dwelling in the subdivisions) which square footage can include an unfinished "basement." In all events, a "two-story" structure (as hereinafter defined) must contain a minimum of:

i. 1,700 square feet of finished living area on the "main floor" (as hereafter defined); and

ii. not less than 300 square feet of finished living area on the second story.

If the dwelling is a single story structure, it must contain 2,000 square feet of finished living area on the main floor.

d. i. For purposes of these covenants and restrictions, a dwelling shall be deemed to be a "two-story" structure, if:

a. any "level" is constructed over the top of another "level"; or

b. in the event that the dwelling has multiple "levels" not constructed over the top of each other, the difference between:

(1) the elevation of the floor of the uppermost "level;" and

(2) the elevation of the floor of the lowest "level," exceeds six feet.

ii. For purposes of these covenants and restrictions, a "main floor" shall be the first "level" of the dwelling above the "basement," or, in the absence of a "basement," that "level" which exceeds 500 square feet in living area, the elevation of which is closest to the elevation of the roadway.

iii. For purposes of these covenants and restrictions, "basement" shall mean a finished or unfinished living area of the dwelling, more than 50% of the external (as measured from floor to ceiling) wall area is buried in the ground.

iv. For purposes of these covenants and restrictions, a "level" shall be deemed to be any single living area in the dwelling that has an entirely enclosed floor area in excess of 100 square feet (excluding "basements," attics, unenclosed porches, decks, etc.), the elevation of the floor surfaces of which are the same or within a range of one foot or less.

e. External building heights (measured from ground level of the lot at its lowest elevation to the highest point of the roof - excluding a chimney) shall not exceed a height which shall be substantially inconsistent with the heights of other dwellings in the subdivision. In no instance shall such external building heights be at such a level as to cause substantial obstruction of the view or views of neighboring homeowners. For purposes, hereof, "substantial" shall mean in excess of 8 feet.

SECTION 18. Maintenance of Rights of Way. As outlined in other parts of these Covenants, each lot owner shall be responsible and shall pay a prorata share (based upon the total number of lots served thereby) of the cost of repairing and of maintaining said designated rights-of-way or streets including the cost of snow removal, and including any bridges. Repairs shall be made and expenses incurred for repairs and maintenance of the designated rights-of-way or street only as outlined herein by the Association whose decision shall be binding upon all lot owners and whose decision shall be enforceable in law and in equity. Any unpaid prorata share of such costs and expenses shall accrue as a lien with interest against those lots whose attributable share of such costs and expenses has not been discharged.

SECTION 19. Existing Nonconforming Uses Unaffected. Pursuant to the provisions of that "Supplemental Declaration of Covenants, Conditions, and Restrictions," dated September 8, 1983, and pursuant to the provisions of that "Second Supplemental Declaration of Covenants, Conditions, and Restrictions [as Amended]," dated April 7, 1990 the "Declarants" thereof (i.e. Val and Jane Lund, and Orin and Beverly Lund) were granted certain limited exemptions from use restrictions and were permitted to continue nonconforming existing uses. Nothing herein contained shall be deemed to enlarge or diminish the exemptions expressly granted to such persons (and including their legal children, in some instances) to continue then existing nonconforming uses.

ARTICLE XI

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association or any owner or the successor in interest of an owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Amended and Restated Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 3. Term. The covenants, conditions and restrictions of this Amended and Restated Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the Owner of any lot subject to this

Amended and Restated Declaration, their respective legal representatives, heirs, successors and assigns, for a term of FORTY (40) YEARS from the date this Amended and Restated Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of TEN (10) YEARS, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part. For purposes of determining the term of the existing "Declarations" (including the term of this Amended and Restated Declaration), the subsequent recordation of an Approval of Annexation of Property by the Association shall be deemed to constitute the commencement of the term of Forty (40) years, measured from the date of such recordation.

SECTION 4. Construction. The provisions of this Amended and Restated Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and common areas and streets. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

SECTION 5. Amendments. This Amended and Restated Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the owners, and further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75) of the owners; provided, however, that Article VI, Section 6 and Article XI, Section 6 shall not be amended without the consent of the lien holder under any first deed of trust. Any amendment or modification must be properly recorded.

SECTION 6. Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure of trustee's sale, or otherwise.

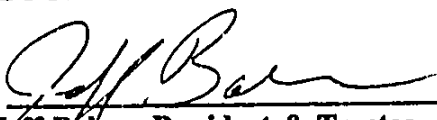
SECTION 7. Singular Includes Plural. Whenever the context of this Amended and Restated Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

SECTION 8. Nuisance. The result of every act or omission whereby any provision, condition, restriction, covenant, easement or reservation contained in this Amended and Restated Declaration is violated in whole or in part, is hereby declared to be and constituted a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may

be exercised by the Association, or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

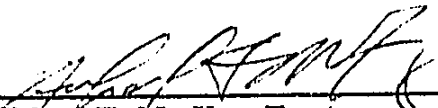
IN WITNESS WHEREOF, Declarants have adopted this Amended and Restated Declaration at a meeting of the Royal Lane Homeowners Association held on November 23, 1993 [after due notice was mailed, postage prepaid, to all lot owners and members on November 12, 1993], upon a vote of the lot owners present at such meeting and such Amended and Restated Declaration was adopted by an affirmative vote of not less than 75% [both in person and by written proxy] of all of the lot owners owning lots or parcels thereby affected.


ROYAL LANE HOMEOWNERS
ASSOCIATION

By 
Jeff Baker, President & Trustee

By 
Michi Matsumori, Trustee

By 
Russell Sorensen, Trustee

By 
Michael T. MacKay, Trustee

By 
Gary Lloyd, Vice President & Trustee

By 
Mary Beth C. Clark, Secretary

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

On the 30 day of November, 1993, personally appeared before me Jeff Baker, Russell Sorensen, Michael T. MacKay, Gary Lloyd, Mary Beth C. Clark, and Michi Matsumori, known by me to be the signers of the foregoing document, who duly acknowledged to me that they executed the same on behalf of the Royal Lane Homeowners Association, a nonprofit corporation and on behalf of the lot owners.

My Commission Expires:

Sept. 5, 1996

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

