

R. Q. & N. DRAFT
Dated 8-1-95
6153020
08/29/95 09:56 AM**NO FEE**
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD IMPROVEMENT DIST.
8620 S HIGHLAND DR SANDY, 84093
REC BY: B GRAY DEPUTY - MP

AGREEMENT OF ASSOCIATION AND DECLARATION OF COVENANTS

This Agreement of Association and Declaration of Covenants made this 12 day of August, 1995, by the Royal Lane Homeowners Association, a Utah nonprofit corporation (the "Association") and E. Vern and Oecal Bringhurst, hereafter called the "Declarants."

WITNESSETH:

WHEREAS the Association is the owner of a parcel of real property in Salt Lake County, Utah, immediately adjacent to the property owned by declarants, which parcel is described as follows:

Beginning South 89°41'22" East 664.7 feet from the Center of Section 34, Township 2 South, Range 1 East, Salt Lake Base & Meridian, thence North 0°32'52" West 644.81 feet; thence South 74°57' East 5.66 feet; thence North 61°03' East 50.5 feet; thence South 0°32'52" East 667.5 feet, more or less; North 89°41'22" West 50 feet to the point of beginning. (the "Association parcel")

AND WHEREAS the Declarants are the owners of an immediately adjacent parcel of real property in Salt Lake County, Utah, described as follows:

Beginning at a point South 89°41'22" East a distance of 714.70 feet and North 00°32'52" West a distance of 629.85 feet from the center of Section 34, Township 2 South, Range 1 East, Salt Lake Base and Meridian; Thence North 89°42'46" East, a distance of 155.00 feet to a point; Thence South 00°32'52" East a distance of 211.92 feet to a point; Thence North 80°52'00" West a distance of 25.40 feet to a point; Thence North 62°30'00" West, a distance of 147.25 feet to a point; Thence North 00°32'52" West a distance of 139.11 feet, more or less, to the POINT OF BEGINNING. (Containing 27,793.10 square feet or 0.64 acres, more or less.) (Which parcel is hereafter referred to as the "Declarants parcel.")

AND WHEREAS the Association parcel is primarily utilized as a right of way; however only a portion thereof is actually in use as a right of way (although water lines, drainage pipes, telephone and electrical cable lines also utilize the said Association parcel as a right of way);

AND WHEREAS the Declarants utilize the said right of way as an access way to their residence at 8115 Royal Lane (including garbage pickup, mail delivery, and other purposes), as a result of which Declarants benefit from the maintenance of the said right of way known as Royal Lane, including snow removal services and repair;

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AND WHEREAS the Declarants and the Association previously entered into that "Umbrella Agreement Fixing Common Boundaries and Rights of Access," dated April 25, 1990 and recorded as entry #4909298 in Book 6215 at page 2753 et seq. in the official records of Salt Lake County, Utah, whereby the Declarants granted unto the Association an easement of necessary access to and egress across the following described real property in Salt Lake County, Utah:

Also, beginning South 89°41'22" East 714.7 feet and North 0°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°32'52" West 93.40 feet, thence North 61°03" East 56.0 feet, thence North 25.9 feet, thence South 89°41' East 25.4 feet, thence South 38°05'56" West 68.04 feet, thence Southwesterly along a 148 foot radius curve to the left 99.83 feet (central angle 38°38'48") to the point of beginning (Containing 0.043 acres);

AND WHEREAS, the Cottonwood Improvement District has proposed the construction of a wastewater holding facility on a parcel immediately adjacent to the Declarants' parcel, utilizing the private right of way known as "Royal Lane" for ingress and egress to and from said facility;

AND WHEREAS, the Cottonwood Improvement District has entered into an agreement with the Association to restore all damage done to the private right of way to a condition equal to or better than the condition of such private right of way prior to any construction, to pay regular and special assessments levied by the Association equal to the assessment levied upon "Class A" members of the Association owning a developed lot, and in the event that the adjacent parcel is sold to a non-governmental entity or converted to a private use, to subject such parcel to the Amended and Restated Declaration of Covenants, Conditions and Restrictions;

AND WHEREAS, the Association is desirous that the Declarants become members of the Association, including all rights and responsibilities of membership in the Association, subject however to the proviso that so long as E. Vern Bringhurst or Oceal Bringhurst or any of their children shall occupy the Declarants' parcel, all preexisting uses shall remain and no assessments shall be payable to the Association;

AND WHEREAS, the Association is willing to annex the Declarants' parcel to the Association and grant to the Declarants full rights of membership, including voting rights,

WHEREFORE

The Association and the Declarants agree as follows:

A. Declaration. Declarants covenant and agree with the Association that Declarants' parcel is and shall henceforth be, and without the recordation of any additional notice or document, subject to the "Amended and Restated Declaration of Covenants, Conditions and Restrictions," dated

as of the 23rd day of November, 1993, and recorded as entry # 5665592 on November 24, 1993, in Book 6809 at page 2186 et seq., as the same has been amended and supplemented (which Declaration, as amended and supplemented is incorporated herein by reference) (the "Declaration"). This covenant shall run with and shall benefit and burden both the Declarants' parcel and the Association parcel. The Association agrees and covenants that the Association shall immediately approve the annexation of said parcel into the Association and shall immediately grant unto all owner(s) thereof, all rights and privileges of (Class A) members of the Association. These mutual covenants shall bind and benefit the assigns and transferees and successors in interest of the Declarants and of the Association, and in the event that additional residences are constructed on Declarants' parcel (in whole or in part), such additional owners of such residences shall be admitted as additional members of the Association.

B. Nonconforming Uses and Structures Permitted. The Association covenants and agrees that so long as either E. Vern Bringhurst or Oceal Bringhurst, or any of their legal children shall occupy the Declarants' parcel, the Declarants (or any of the Declarants' children) shall be permitted to continue any and all uses to which the Declarants' parcel is presently subjected, and the Declarants (and any of their children) shall be permitted unhindered use of any and all nonconforming structures notwithstanding any condition or provisions of the Declaration, and that the noncompliance of such existing uses and structures is waived by the Association.

C. Exemption from Regular and Special Assessments. The Association covenants and agrees that so long as either E. Vern Bringhurst or Oceal Bringhurst, or any of their legal children shall occupy the Declarants' parcel, the Declarants' parcel shall be exempt from both Regular and Special Assessments unless and until Declarants (or any of the Declarants' children) shall have sold, transferred or alienated legal or beneficial ownership of such parcel, and/or until Declarants or any of their children shall have entered into an agreement to sell, transfer or alienate legal or beneficial ownership of such parcel to a transferee who is not the legal child of E. Vern Bringhurst and Oceal Bringhurst.

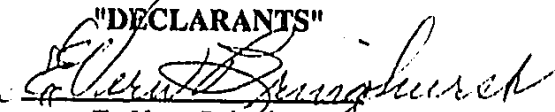
IN WITNESS WHEREOF, the Declarants and the Association have executed this Agreement of Association and Declaration of Covenants this ___ day of August, 1995.

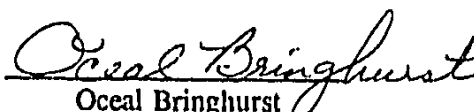
"ASSOCIATION"

Royal Lane Homeowners
Association, a non-profit
corporation

By 
Title: President

"DECLARANTS"


E. Vern Bringhurst


Oceal Bringhurst

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

On the 20 day of August, 1995, personally appeared before me E. Vern Bringham, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

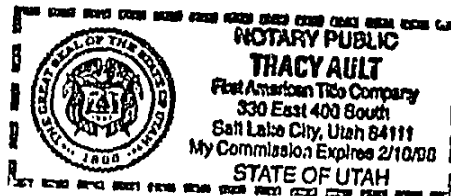
E. Vern Bringham

Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

2/10/98

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



On the 17 day of August, 1995, personally appeared before me Ocel Bringham, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

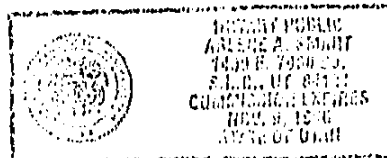
Ocel Bringham

Notary Public
Residing at Salt Lake County, Utah

My Commission Expires:

11-9-96

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

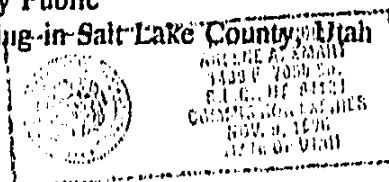


On the 17 day of August, 1995 personally appeared before me GARY LLOYD, who being by me duly sworn, did say that he is the President of Royal Lane Homeowners Association, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of trustees, and said GARY LLOYD acknowledged to me that said corporation executed the same.

Gary Lloyd

Notary Public
Residing in Salt Lake County, Utah

My Commission Expires: 11-9-96



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