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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
L WILLIAM LAURO MD

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BY: ZJM, DEPUTY - NA 5 P.

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
THE HAVENGROVE
Planned Unit Development PHASES I, II AND III
(Adding an Additional Parcel)

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE HAVENGROVE PLANNED UNIT DEVELOPMENT PHASES I, II AND III, is made and executed this 12 day of February, 2004, by NEW HAVEN HOMEOWNERS' ASSOCIATION, INC., a Utah nonprofit corporation, formerly known as the Havengrove Homeowners' Association, a Utah nonprofit corporation (the "Association"), and L. WILLIAM LAURO, TRUSTEE OF THE LAWRENCE WILLIAM LAURO LIVING TRUST DATED MAY 23, 2001 (herein the "Trust").

RECITALS:

A. Wayne Pace Construction and Development Company, a Utah corporation executed a Declaration of Covenants, Conditions and Restrictions of The Havengrove Planned Unit Development Phases I, II and III dated February 20, 1986 and recorded in the Salt Lake County Recorder's Office on June 27, 1986 as entry no. 4268198, in book 5783, beginning at page 757, as amended by (i) an Amendment to Declaration of Covenants, Conditions, and Restrictions of The Havengrove Planned Unit Development Phases I, II, and III dated December 4, 1987 and recorded in the Salt Lake Country Recorder's Office on December 7, 1987 as entry no. 4559395, in book 5986, beginning at page 135, (ii) an Amendment to Declaration of Covenants, Conditions, and Restrictions of The Havengrove Planned Unit Development Phases I, II, and III dated September 15, 1992 and recorded in the Salt Lake Country Recorder's Office on September 23, 1992 as entry no. 5336763, in book 6522, beginning at page 2650, (iii) a Second Amendment to Declaration of Covenants, Conditions, and Restrictions of The Havengrove Planned Unit Development Phases I, II, and III dated May 17, 1999 and recorded in the Salt Lake Country Recorder's Office on May 21, 1999 as entry no. 7361960, in book 8279, beginning at page 5273, and (iv) a Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Havengrove Planned Unit Development Phases I, II, and III dated May 31, 2000 and recorded in the Salt Lake Country Recorder's Office on 3-14-01 as entry no. 7844049, in book 8434, beginning at page 4409 (collectively the "Declaration").

B. The Declaration affects the real property located in Salt Lake County, State of Utah, which is more particularly described on the attached Exhibit A, which is incorporated into this Agreement by this reference (the "Property").

C. The Trust is the owner of or has the right to acquire that certain real property located in Salt Lake County, State of Utah, which is more particularly described on the

attached Exhibit B, which is incorporated into this Agreement by this reference (the "Lauro Property"). The Lauro Property is contiguous to portions of the Property.

D. By Right of Way and Easement Agreement dated ^{March} ~~February 12~~, 2004, the Association granted the Trust an exclusive easement and right of way from the Lauro Property over a portion of the common area of the Association to a publicly dedicated street for vehicular and pedestrian ingress and egress (the "Easement").

E. As a condition to the grant of the Easement the Association required: (i) that Lauro pay the Association \$12,500; and (ii) that the Lauro Property become subject to the terms, conditions and restrictions of the Declaration.

F. The Association desires to amend the Declaration by the filing of this Fourth Amendment to annex the Lauro Property into the real property covered by the Declaration, and the Trust is willing to submit the Lauro Property to the terms and conditions of Declaration.

NOW, THEREFORE, in consideration of the recitals set forth herein above, the Association and the Trust hereby declare, certify and agrees as follows:

1. Payment. The Association acknowledges receipt from the Trust of the sum of Twelve Thousand Five Hundred Dollars (\$12,500) as consideration for the Easement and annexation of the Lauro Property to the Property subject to the Declaration.

2. Amendment to Real Property. The Property currently subject to the terms and conditions of the Declaration, as herein amended, is expanded by the inclusion and annexation of the Lauro Property, as more particularly described on Exhibit "B" attached hereto. By such annexation, the parties hereto consent and agree that from and after the Effective Date of this Amendment, the Lauro Property shall have all of the benefits, privileges, burdens and obligations of any real property covered by the terms and conditions of the Declaration, as amended.

3. Membership in Association. The Trust, as owner of the Lauro Property, and its successors and assigns, shall be deemed a member of the Association, subject to all of the terms, conditions and restrictions of the Declaration.

4. Member Approval. The President of the Association, by his execution of this instrument, does hereby certify, that the vote required in Article X, Section 3 of the Declaration for approval of this Fourth Amendment has occurred and that the Association has obtained the affirmative vote of at least two-thirds (2/3) of all Class A membership votes of members of the Association at a duly called meeting of the Association, as provided for in the Declaration, which members were present in person or represented by proxy at such meeting.

5. Effective Date. This Amendment to Declaration shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

EXECUTED the day and year first above written.

THE NEW HAVEN HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation

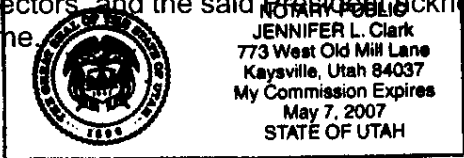
By: [Handwritten Signature]
Randy Ludlow, President

LAWRENCE WILLIAM LAURO LIVING TRUST
DATED MAY 23, 2001, a revocable trust

By: [Handwritten Signature]
L. William Lauro, Trustee

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

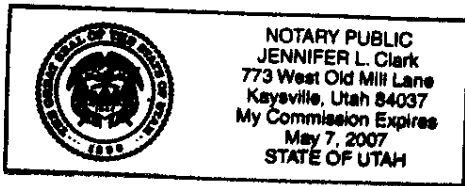
On the 12 day of March, 2004, personally appeared before me Randy Ludlow, who being by me duly sworn, did say that he is the President of THE NEW HAVEN HOMEOWNERS' ASSOCIATION, a Utah nonprofit corporation, and that the foregoing Fourth Amendment to Declaration was signed on behalf of said corporation by authority of the Articles of Incorporation and Bylaws of the corporation, or a resolution of its Board of Directors, and the said ~~President~~ acknowledged to me that said corporation executed the same.



[Handwritten Signature]
NOTARY PUBLIC

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

On the 12 day of March, 2004, personally appeared before me L. William Lauro, who being by me duly sworn, did say that he is the Trustee of the LAWRENCE WILLIAM LAURO LIVING TRUST DATED MAY 23, 2001, a revocable trust, and the said L. William Lauro acknowledged to me that said trust executed the same.



[Handwritten Signature]
NOTARY PUBLIC

Exhibit "A"
to
Fourth Amendment to
Declaration of Covenants, Conditions and Restrictions of
the Havengrove
Planned Unit Development PHASES I, II AND III

(Adding an Additional Parcel)

The following-described real property situated in Salt Lake County, State of Utah.

Beginning at a point on the proposed South line of Vine Street, said point being North 562.829 feet and S 89° 15' 45" E 196.669 feet from the North 1/4 Corner of Section 21, T.2S., R.1E., S.L.B.&M., said Section Corner being S 23° 02' W 651.49 feet from a Salt Lake County Witness Monument in said Vine Street, said point of beginning also being N 89° 15' 45" W along the Vine Street Centerline 58.247 feet and S 0°00' 58" W 40.00 feet from said Witness Monument (Basis of bearing being N 89° 07' 18" W 3265.42 feet between said Witness Monument and a Salt Lake County Monument in the intersection of 1300 East Street and said Vine Street); Thence along said proposed South line S 89° 15' 45" E 58.253 feet and N 89° 15' 45" E 175.271 feet to a point on a fence line: Thence along said fence line S 0° 16' 05" E 125.664 feet and S 0° 05' 40" E 21.822 feet and S 88° 42' 14" W 109.194 feet and S 1° 00' 50" E 165.00 feet; Thence East 106.52 feet to a fence line; Thence along said fence line S 0° 05' 40" E 259.054 feet and S 0° 42' 20" E 40.624 feet; Thence West 22.788 feet; Thence S 1° 00' W 960.143 feet; Thence N 89° 57' 30" W 254.493 feet to a fence line; Thence S 0° 17' 47" E along said fence line 118.00 feet; Thence West 258.902 feet to a fence line; Thence N 0° 04' 43" W along said fence line 347.909 feet; Thence N 89° 30' W 220.324 feet; Thence N 0° 24' 53" E 689.35 feet to a point on the South line of Jamestown No. 4 Subdivision; Thence N 87° 02' 38" E along said South line 195.26 feet to the Southeast Corner of Lot 409, said Jamestown No. 4 Subdivision; Thence N 0° 01' 18" W along the East line of said Jamestown No. 4 Subdivision 405.64 feet; Thence East 131.608 feet to a fence line; Thence S 0° 01' 44" E along said fence line 402.068 feet; Thence N 88° 26' 45" E 9.494 feet; Thence East 81.95 feet; Thence N 34° 19' 01" E 42.07 feet; Thence East 90.814 feet; Thence N 0° 00' 58" E 603.098 feet to the point of beginning containing 19.681 acres.

Exhibit "B"
to
Fourth Amendment to
Declaration of Covenants, Conditions and Restrictions of
the Havengrove
Planned Unit Development PHASES I, II AND III

(Adding an Additional Parcel)

LAURO PROPERTY

Beginning at a point which is South 77.45 feet and East 57.80 feet from the North quarter corner of Section 21, Township 2 South, Range 1 East, Salt lake Base and Meridian, and running thence North 0°01'02" West 241.28 feet; thence East 138.80 feet; thence South 0°00'58" West 206.53 feet; thence West 90.81 feet; thence South 34°19'01" West 42.07 feet; thence West 24.14 feet to the point of beginning.

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