

2nd AMENDED
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
TEMPLE MEADOWS
A PLANNED UNIT DEVELOPMENT (PUD)

ENT 51946; 2005 PG 1 of 16
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2005 May 13 4:35 pm FEE 126.00 BY LJ
RECORDED FOR DEVELOPMENT ASSOCIATES

THIS DECLARATION, containing covenants, declarations and restrictions relating to TEMPLE MEADOWS PUD, to include any additions or annexations thereto that may hereafter be designated and approved by the Homeowners Association of the Temple Meadows PUD to be included in the PUD, is made on the 13TH day of MAY 2005, replacing the original declaration dated 3rd October 1997 and the amended declaration dated the 3rd day of January 2000 by Royce-Worthington Homes, L.C., the former Declarant, herein, for itself, its successors, grantees and assigns, with the full intent of creating and imposing covenants running with the land to which any person acquiring an interest in the land shall take it absolutely subject to the easements, covenants, conditions and restrictions outlined herein and shall be aware that all other property within Temple Meadows PUD, as it now exists, or is subsequently increased by annexation or acquisition, shall likewise be subject to this Declaration.

The property which is initially subject to this Declaration is described on Exhibit 1 attached to this Declaration. It is believed that additional land may be added to the area owned or developed by the Temple Meadows Homeowners Association, and if and when adjacent land is acquired, the Temple Meadows Homeowners Association may, at its option, impose the Declarations imposed herein on the adjacent land by including it into the Temple Meadows PUD. The development may be expanded at a later date, at which time those Covenants, Conditions and Restrictions may be adopted by reference.

ARTICLE I
DEFINITIONS

Section 1.01: "Property" or "Project" shall mean all real property described above, consisting of all lots and improvements thereon, together with common areas, and shall include any and all annexations to Temple Meadows PUD. (Described in Exhibit 1).

Section 1.02: "Lot" or "Pad" shall mean any plot of land or parcel shown upon any recorded final plats of the Property. Pads are only used for construction of twin homes or four-plexes. Within each Pad individual lots are identified as recorded on the final plats of the Property.

Section 1.03: "Owner" or "Homeowner" shall mean the record Owner of a fee simple title to any residential Lot.

Section 1.04: "Mortgage/Mortgagee/Mortgagor" reference in this Declaration to a mortgage shall be deemed to include a deed of trust; reference to a mortgagee shall be deemed to

include the beneficiary of a deed of trust; reference to a mortgagor shall be deemed to include the trustor of the deed of trust.

Section 1.05: "Family" shall mean a group of natural persons related to each other by blood or legally related to each other by marriage or adoption.

Section 1.06: "Committee" shall mean the Architectural Control Committee.

Section 1.07: "Streets" shall mean all dedicated streets belonging to the City of American Fork.

Section 1.08: "Corporation" or "Association" shall mean Temple Meadows Homeowners Association, Inc. and its successors and assigns.

Section 1.09: "Board" shall mean the elected Board Members of the Corporation, which Board shall have management authority of the property. Only Owners of residential property within this PUD or their representatives may be elected as Board Members.

Section 1.10: "Plat" shall mean the Final Plats of Temple Meadows PUD as recorded at the Utah County Records Office.

Section 1.11: "Common Areas" shall mean those parcels, if any, so designated on the Temple Meadows PUD Plats for the benefit, use and enjoyment of the Owners and residents within Temple Meadows PUD, and comprising common open spaces, as well as:

- (a) All common areas and facilities designated as such in the survey map.
- (b) Limited Common Areas and Facilities. Such limited common areas only include the RV parking area as noted on Plat A, and other such areas as noted on Temple Meadows PUD Plats. The private patio Limited Common Areas as defined on Plats A, B and C are the sole responsibility of the adjoining property Owner and can only be abrogated for situations where there is documented persistent nuisance. The HOA Board reserves the right to modify which portions of those areas (Common and Limited Common) are to be specifically maintained by the adjoining property Owners and will provide descriptive maps of those areas as needed.
- (c) All apparatus, installations, and facilities included within the Project and existing for common use.
- (d) All portions of the Project not specifically included within the Individual Units or Lots.
- (e) Any property deeded to the Association;
- (f) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety or management.

Section 1.12: "Unit" shall mean any residence within the Temple Meadows PUD. "Unit" shall include a residence on a lot or any residence on a twin home or four-plex town-house pad. "Unit," as defined herein, shall not include ownership of any storage lots.

Section 1.13: "Amenities" shall mean any shared resource which has been built, placed, or created for the use, benefit and enjoyment of all Owners.

ARTICLE II HOMEOWNERS ASSOCIATION AND BOARD

Section 2.01: General Definition. The Board shall have the authority to undertake all duties of the Association and the duty to assume responsibility for the management and conduct of the affairs of the Association, including, but not limited to, the management of all common and limited common areas. The authority of the Board to act shall be limited insofar as certain powers (defined within this document and in Articles of Incorporation and the Bylaws of the Association) shall be expressly reserved to the Owners. The Board shall obtain legal, accounting and managerial services as necessary for the proper maintenance and operation of the Project. The Board may delegate any of its powers, as specifically authorized in the approved Bylaws, to any committee, officer or employee as the Board deems necessary and proper.

Section 2.02: Composition of the Board. The Board shall be comprised of no less than five (5) officers who shall be duly elected or appointed in accordance with the Bylaws.

Section 2.03: Accountability of the Board. The Board shall hold an annual meeting of the Owners wherein it will present an annual financial statement and budget, and pass such resolutions as required by law and as stated within the Bylaws. The Board shall follow the requirements of annual audit as stated within the Bylaws.

Section 2.04: Rules and Regulations. To ensure the well being and beauty of the PUD, the Board shall have power to make rules and regulations and to enforce them through the use of fines, penalties, and/or assessments. Rules may also be established by participation of the Owners as described in the Bylaws.

Section 2.05: Monthly Assessments. The Board shall have the power to establish and to collect monthly assessments through legally appropriate means. (See Article VI for limitations) It shall also have the power to disburse these funds for the appropriate needs of the PUD.

Section 2.06: Special Assessments. The Board shall also have power to make and to collect any special assessments, as needed. (See Article VI for limitations.) It shall also have the power to disburse these collections and apply them to the specified project(s).

Section 2.07: Reserve Funds. The Board shall have the power to collect funds dedicated to any future maintenance of the common areas of the PUD and to maintain these funds in

appropriate reserve accounts. It shall also have the power to disburse these funds for such maintenance.

ARTICLE III GENERAL RESTRICTIONS AND REQUIREMENTS

Section 3.01: Land Use and Building Type. All dwellings shall be used exclusively for residential purposes, except as may be specifically provided in Article IV hereof. No lot may be divided, subdivided or separated into smaller parcels unless approved in writing by the Architectural Control Committee, which approval shall be granted in accordance with the guidelines found in this Declaration. No single residential Unit shall be partitioned into two separate residences; other than lots designated on the Plat for multifamily use, each Lot is for one (1) residence, in accordance with Utah Code and city zoning ordinances.

Section 3.02: Dwelling Size and Materials. No dwelling shall be constructed, altered or placed on any lot unless the square footage of the home, exclusive of open porches and garages, conforms to the following minimum standards.

(a) Single-Family Homes. The main floor area shall be 1,600 square feet or greater, with a total living area of not less than 1,700 square feet above grade.

(b) Twin Homes. Any twin home structure (comprised of two units) should be constructed to appear as a single-family home, and have a total above grade square footage of not less than 1,500 square feet per unit.

(c) Town Houses. (4-Family structures.) These structures should be constructed to appear as a single-family home, and have a total above grade square footage of not less than 1,400 square feet per unit.

(d) Materials. No aluminum or vinyl siding and no logs may be used in the exterior construction of a dwelling. Other than concrete, the exterior of all dwellings must use only brick, stucco, or stone. No dwelling shall be higher than thirty-eight (38) feet from ground to roof line, and no part of the roof line shall exceed the thirty-eight (38) foot restriction herein imposed. All roofs should have a minimum pitch of 8/12.

Section 3.03: Building Location. No building walls or foundation shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set-back described under prevailing zoning. No building shall be located on any lot nearer than 25 feet to the front line, or nearer than 20 feet to any side street line (not private lanes), or nearer than 16 feet to any other building.

Section 3.04: Maintenance of Structures. Owners are responsible for all maintenance and upkeep of their respective foundations, columns, girders, beams, supports, perimeter walls and roofs. Owners of twin-homes or town-houses are jointly responsible for all maintenance and upkeep of their respective foundations, columns, girders, beams, supports, perimeter walls and

roofs. The Board shall execute reasonable powers of jurisdiction in adjudicating any disputes regarding such maintenance or repair of all residential structures. The Corporation is not responsible for maintaining privately owned structures on lots or pads.

Section 3.05: Garages and Driveways. Each dwelling unit shall have a two or three car garage. All private lanes are located in common areas and shall be common areas. Jointly, Owners of those units whose garages are adjacent to private lanes shall be primarily responsible for the maintenance and upkeep of those private lanes. The Board may collect funds for the maintenance and upkeep of the private lanes and shall determine when those repairs are required. The Board must maintain a separate ledger accounting for those funds and may not divert the use of those funds for any other purpose. All garages on pads shall face the side or rear of lots and not the street.

Section 3.06: Floor plan. Each single or twin home will be designed with a master bedroom on the main floor and a main floor laundry room.

Section 3.07: Building and Landscaping Time Restrictions. All structures shall be completed within a period of one (1) year following commencement of construction. If not so completed the Board may, at its option, make arrangements to complete the structure and lien the property to seek reimbursement. The front and rear yards of each lot shall be landscaped within a period of eight (8) months following completion or occupancy of each dwelling, whichever shall occur first.

Section 3.08: Fire Protection. Each residence shall have installed surrounding it a sprinkler system for irrigation purposes which shall water the outside perimeter of their property to also assist in fire protection. All residents shall strictly comply with all state and city ordinances pertaining to fire hazard control. All stacks and chimneys from fireplaces in which combustibles, other than natural gas, are burned shall be fitted with spark arresters. Each residence shall have and maintain in operable condition at least 50 feet of garden hose, readily accessible, connected or immediately adjacent to a year-round water source. There shall be no open exterior fires whatsoever except barbecue fires fueled by natural gas, propane, or other comparable material.

Section 3.09: Nuisances, Unreasonable Annoyance and Noxious Activities. No noxious or offensive activity shall be carried on upon any property within the Temple Meadows PUD nor shall anything be done thereon which may be or may become an unreasonable annoyance, nuisance or danger to the neighborhood. Except for legitimate construction and maintenance purposes, no excessively loud noises shall be permitted in the project. Use of illegal fireworks of any kind shall be absolutely prohibited.

Section 3.10: Signs. No permanent or durable signs, posters, displays or other advertising devices of any character shall be erected or maintained on, or shown or displayed to the public view on any lot without written approval having been first obtained from the Architectural Control Committee -- provided, however, that the restrictions of this paragraph shall not apply to any sign or notice nine square feet or smaller in size which (1) discretely denotes an unobtrusive in-house professional business (as restricted in Section 3.16), or which

(2) states that the premises are for rent or sale, or which (3) is for temporary political election purposes. The Association may cause all unauthorized signs to be removed.

Section 3.11: Antennas. All television and radio antennas or other electronic reception devices shall be completely erected, constructed and placed within the enclosed area of the dwelling or garage in the lot. Exceptions must be first approved in writing by the Architectural Control Committee. Any installation of a large satellite dish shall be located so that it is obscured from view of the street or neighbors, by growth of plants or tasteful construction to obscure the dish.

Section 3.12: Animals. Only domestic pets shall be allowed on the property. No farm animals shall be allowed. Pets shall not be chained in a common area. Owners of pets, not grounds keepers, shall be responsible to clean up pet messes. All Owners shall adhere to any and all applicable county, city or other ordinances in respect to animals, including but not limited to types, numbers, etc. It is recommended that all Owners familiarize themselves with all restrictions. An Owner shall not allow their pet to become a nuisance, menace, annoyance, or potential endangerment to others.

Section 3.13: Storage of Vehicles and Materials. No truck larger than one (1) ton, trailers, recreational vehicles, including campers, boats and motor homes, and similar equipment, shall be permitted to remain upon any Lot unless placed or maintained within a garage. Recreational vehicles shall not be parked on the street, or in driveways for more than seventy-two (72) hours, and shall not be allowed to remain more than seventy-two (72) hours on the property unless housed in a garage, or located behind the front set-back line of the residence. Appropriate and reasonable screening may be required by the Architectural Control Committee. Failure to comply with the provisions hereof shall constitute a nuisance. No storage of articles, materials, equipment or vehicles of any nature is permitted in the front portion of any lot, or in any common areas.

When the Board gives written notice that the open storage area is completed, then the open storage area is available for use by the Owners. Placement of vehicles or recreational vehicles as set forth above may be freely placed within the open storage area by the Owners without violating this section. Open storage is divided into numbered parking areas and is available at one space per Owner by reservation on a "first come first served" basis as regulated by the Board. Reservation must be recorded by the Owners Association with a receipt given to the Owner.

The project also may include closed storage areas. Owners may purchase storage lots for private storage use only. Closed storage areas are subject to the same rules and regulations as any unit set forth herein. Storage units may only be sold or transferred to other Owners and may not be used for commercial purposes.

Section 3.14: Rubbish and Unsightly Debris, Etc. Notwithstanding any other provision in the Declaration, no Owner shall allow his lot to become so physically encumbered with weeds, rubbish, unsightly debris, equipment, or other articles or materials so as to constitute any eyesore as reasonably determined by the Board. Within twenty (20) days of receipt of written notification by the Board of such violation, the Owner shall be responsible to make appropriate corrections. If the Owner fails to make the required corrections, the Board may, at its

prerogative, correct such failure and charge the Owner for any and all costs incurred in making the correction.

Section 3.15: Temporary Structures, Etc. No structure of a temporary character, or trailer, camper, tent, shack or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

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Section 3.16: Use. No part of any dwelling shall be used for any commercial manufacturing, mercantile, vending or other such non-residential purposes -- provided, however, that business may be carried on within the residence so long as there exists no meaningful external evidence thereof.

Section 3.17: Drilling Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any lot, nor shall oil wells, funnels, mineral excavations or shafts shall be permitted. No derrick or other structure designed for use in boring for oil or natural gas or water shall be erected, maintained or permitted upon any lot.

Section 3.18: Fences and Walls, Hedges and Screens. No fences, walls or non-living screens shall be constructed on any lot without written approval first having been obtained from the Architectural Control Committee. All fences shall be constructed of white vinyl material or other comparable and unobtrusive material as deemed appropriate by the Committee. All fences abutting or adjoining the central Common or Limited Common Area of the PUD shall be uniform in structure, color and appearance.

Section 3.19: Landscaping and Parking Strips. All front yards including park strips, side yards, and rear yards shall be landscaped at the expense of the Owner or, in the case of twin or town homes, any abutting Owners. This provision applies to all Owners, whether they own a single-family home, twin home or town house. Vacant lots must be maintained by the Owner -- meaning weed and debris free. Only sod and street trees, or a small, modest display of flowers shall be permitted in the parking strip in front of Lots. All common and limited common areas shall be maintained by arrangement of the Association.

Section 3.20: Basements. Basements will be permitted within Temple Meadows PUD only with a letter of opinion from a qualified, licensed and bonded engineer recommending the safe, sound and dry use of a basement below the structure.

Section 3.21: Deviations. Deviations from the standards outlined may be allowed by the Architectural Control Committee only for good cause shown. The decisions of the Committee on matters affecting aesthetics for the overall development shall be final.

ARTICLE IV
ARCHITECTURAL CONTROL COMMITTEE

Section 4.01: Committee Appointment and Composition. The Architectural Control Committee shall ultimately consist of at least three (3) members, who may, or may not, be lot Owners within the Project. The Committee shall act by a majority vote of those Committee Members present at any meeting duly called for conducting the official business of the Committee. Committee Members shall be appointed by the HOA Board, and the chair shall be a member of the HOA Board. No committee member shall be entitled to any compensation for services performed pursuant to this Declaration. However, the Architectural Control Committee may, at its discretion, employ an outside professional architect or engineer or other consultant or professional to assist it in its functions, and a reasonable fee (to be established by the Architectural Control Committee), subject to approval by the HOA Board, may be charged to the Lot Owner for such services. Such fee or assessment shall follow the provisions of Article VI. No member of the Committee shall be liable to any person for his decisions or failure to act in making decisions as a member of said Committee.

Section 4.02: Scope. No building, residence, dwelling, garage, wind generation device, accessory building, or fence, wall, non-living screen or other structure or landscaping shall be commenced, erected, placed or meaningfully altered on any lot until the plans, specifications and plat plans showing the location and nature of such structure, building, landscaping or other improvement or meaningful alteration have been submitted to and approved in writing by the Architectural Control Committee. The Committee will consider such factors as (but is not limited to) the quality of workmanship and materials, design, harmony of external design with existing project structures, location and respect to topography and finish grade elevation, preservation and enhancement of the natural beauty of the area, and safety. Similarly, it may consider the interference with the views of other lots insofar as is practical, consistent with elevations and limitations outlined. Since the Committee cannot control all interference with views of other homes or aesthetic objections by Owners, after consultation with the interested parties the Committee will determine the best solution, and the Owners will be bound by that determination.

Section 4.03: Process of Approval. Plans and re-submittal thereof shall be approved, disapproved or otherwise acted upon in writing within fourteen (14) days after such plans have been received by the Committee. All plans and specifications and other materials shall be submitted in duplicate. One (1) set shall be returned to the lot Owner. Plans should also include a materials list and exterior color scheme. Failure of the Committee to respond to a submittal or re-submittal of plans or materials within fourteen (14) days shall be deemed to be an approval of plans as submitted or resubmitted. If, after such plans and specifications have been approved, the improvements are altered, erected, or maintained upon the lot otherwise than as approved by the Committee, such alteration, erection, and maintenance shall be deemed to have been undertaken without first obtaining the approval of the Committee as required by this Declaration. After the expiration of one (1) year from the date of completion of any improvement, said improvement shall, in favor of purchasers and encumbrances, in good faith and for value, be deemed to comply with all the provisions hereof, unless a notice of such non-compliance or non-completion, executed by a majority of the Committee, shall appear of record

in the office of the County Recorder, or a legal proceeding shall have been instituted to enforce compliance with these provisions. Such objections must be accompanied by written notification to the affected Owners. The approval of the Committee of any plans or specifications submitted for approval as herein specified for use on any residence shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such plans and specification, if or when the same features or elements embodied in any subsequent plans and specifications submitted for approval as herein provided for use on other residences. Upon approval of the Committee, acting in accordance with the provisions of this Declaration, it shall be conclusively presumed that the location and height of any improvement does not violate the provisions of this Declaration.

ARTICLE V EASEMENTS

Section 5.01: Utility Easements. Easements for installations and maintenance of drainage facilities and public utilities are generally reserved over all common and limited common areas, along the fronts of all lots, along the rear of all lots, and along the sides of lots as shown on the plat. Easements for drainage only shall exist along side and below the city sewer system within Temple Meadows PUD. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may reasonably interfere with or damage utilities or drainage facilities; however, the Committee may approve a structure such as a fence or wall or landscaping where constructed at the Owner's risk of having it dismantled, taken out, or destroyed, and the original conditions restored where necessary because of the need for drainage or public utility servicing, installation, alteration or repairs by a utility company or as required by public authority. All underground land drains must be maintained by the Association. An easement shall exist for Owners of single-family homes with shared driveways to drive on the portion of the driveway which extends on to the lot of the adjacent Homeowner who shares the driveway. Shared driveways may be parked on only with the mutual consent of both Owners sharing the same said driveway. Shared private lanes may not be parked on at anytime.

Section 5.02: Easement for Encroachment. If any part of the common area encroaches or shall hereafter encroach upon a Lot or Lots, or Pad or Pads, an easement for such encroachment shall and does exist. If a part of a Lot or Pad encroaches or shall hereafter encroach upon the common, or any limited common area, or upon an adjoining Lot or Lots, or Pad or Pads, an easement for such encroachment shall and does exist. Such encroachments shall not be considered to be encumbrances either to the common area or to the Lot or Lots, or Pad or Pads. Encroachments referred to herein include, but are not limited to, encroachments caused by design or the original construction of the building(s) on the tract, by error in the original Plat, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction of the Project or any part thereof. No multifamily lot may be increased or decreased by more than 20% of the original size, as shown on the recorded plat.

ARTICLE VI
ASSESSMENTS

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Section 6.01: Creation of the obligation for Assessments. Each Owner, for each Lot within the Property, by acceptance of a deed therefor or interest therein, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree to pay to the Association, in the manner, amounts and time prescribed herein or in the Bylaws and/or regulations of the Association, all assessments, charges, fees, fines and other sums which are described in this Declaration (hereinafter collectively called the "Assessments"), and which shall be both a personal obligation of the Owner and a lien against his Lot as provided herein. Each Owner shall be jointly and severally liable to the Association for the payment of all Assessments. The personal obligation for delinquent Assessments shall not pass from an Owner. An Owner may not waive or otherwise escape personal liability for the payment of the Assessments by non-use of any common properties or services, by abandonment or leasing of his Lot, nor by asserting any claims against the Association or any other person or entity.

Section 6.02: Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners and for the improvement and maintenance of the Project as more specifically provided herein.

Section 6.03: Monthly Assessments. The monthly assessments may specifically include, but shall not be limited to (a) expenses or management of the Association and its activities; (b) taxes and special Assessments upon the Association's real and personal property, if any; (c) premiums for all insurance which the Association is required by statute or First Mortgages to maintain, or for all insurance authorized by the Board in its sole discretion, and all other expenses connected with such insurance; (d) the creation of adequate reserve funds for maintenance, repairs and replacement of those elements of common property shared by all Owners such as, but not limited to, landscaping, pool, RV parking, and perimeter fencing; (e) a separate reserve fund for maintenance that must be done or replaced on a periodic basis and are payable in regular installments, rather than by special Assessments, such as landscaping of all common and limited common areas and water for such, snow removal of all walkways sidewalks, driveways, and any other costs, expenses, and fees which may be incurred or may reasonably be expected to be insured by the Board, in its sole discretion, for the benefit of the Owners under or by reason of this Declaration including, without limitation, expenses relating to any common amenities.

Section 6.04: Limits on Monthly Assessments. When the first Owner after the original developer purchases a Lot, the maximum monthly assessment shall not exceed Fifty Dollars (\$50) per Lot until either (a) 36 months have passed since the first purchase or (b) the Lot has been landscaped and finished, whether or not it is occupied by the Owner, or (c) occupancy occurs prior to the 36 months of condition (a) above. After any such circumstance or condition has been met, the Owner will pay the regularly assessed amount as determined by the Association Board. Monthly assessments may be increased by the Board at a rate not to exceed ten percent (10%) per year. However, any monthly rate increase that exceeds ten percent (10%) within a single calendar year must be approved by a three-fourths (¾) majority of the Owners present or represented by a signed voting proxy at the annual meeting of the Owners.

Section 6.05: Limits on Special Assessments. Special assessments during the year may be assessed by the Board. However, any special assessments that exceeds the total aggregate twenty-five percent (25%) of the total regular assessment for the calendar year must be approved by a three-fourths (¾) majority of Owners present at any annual or special meeting and approved by a three-fourths (¾) majority of the Owners present or represented by a signed voting proxy. Such special meeting must be duly noticed as specified in the Bylaws.

Section 6.06: Collection of Assessments. Assessments may be collected as set forth in paragraphs 6.07 and 6.08 below.

Section 6.07: Personal Liability. Any Assessment which is not paid when due shall be delinquent, and the Association may impose a late charge for each month any Assessment is delinquent, and may also collect the attorney fees, costs and expenses of any collection (see Section 2.04). Additionally, the Association may bring an action at law against any Owner personally obligated to pay any Assessment and, in the event of any lawsuit, the delinquent Owner shall pay all attorney fees, court costs and any expenses of such lawsuit.

Section 6.08: Lien. Additionally, any such unpaid Assessment, together with all expenses of collection and attorney fees, shall be a continuing lien upon the Lot against which such Assessment was made. The Association may enforce such lien by filing with the Clerk and Recorder of Utah County a statement of lien with respect to said Lot, setting forth such information as the Association may deem appropriate. Said lien shall run with the land and shall additionally secure all Assessments and expenses which become due after its filing. Said lien may be foreclosed by the Association in the manner provided for foreclosures of mortgages under the laws and statutes of the State of Utah. All rights and remedies of the Associations are cumulative, and foreclosure of the lien shall not prevent a lawsuit against the Owner personally liable therefor whether taken before, after or during such foreclosure, Said lien may be released by recording an appropriate document executed by an officer or agent of the Association. Such lien is in addition to any statutory lien allowed to the Association by law. Said lien shall be superior and prior to any homestead rights or similar exemption now or hereafter provided under state or federal law to any Owner, whose acceptance of a deed to a Lot shall constitute a waiver of such homestead or other rights. Such liens filed, shall accrue interest at the annual rate of 18% or as may be determined by the Board.

Section 6.09: Subordination of the Lien to Mortgages. The lien for any Assessment provided for herein shall be subordinate to the lien of a First Mortgage recorded before the delinquent Assessment was due. Sale or transfer of any Lot pursuant to foreclosure of any such First Mortgage, or any proceeding in lieu thereof, including a deed in lieu of foreclosure, shall extinguish the lien of Assessment which become due prior to any acquisition of title to such Lot by the First Mortgagee pursuant to any such sale or transfer, or foreclosure, of any proceeding in lieu thereof, including deed in lieu of foreclosure. Any such sale or transfer, or foreclosure, of any proceeding in lieu thereof including, without limitation, any deed in lieu thereof, shall not relieve any Lot from Liability for any Assessment becoming due after such acquisition of title, nor from the lien thereof, nor the personal liability of the Owner of such Lot for Assessments due during the period of their ownership.

ARTICLE VII VIOLATIONS

Section 7.01: Association's Powers of Enforcement. Enforcement shall be accomplished by any lawful way, including proceeding at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain or to correct the violation or to recover damages. To the extent reasonably possible, the violator shall be required to pay the expenses incurred therein, including reasonable attorney fees. No liability shall attach to the Association in acting pursuant to the provisions of this Declaration.

If after due notice, specifically twenty (20) days after written notice to the Owner in violation, an Owner fails to remedy a violation, the Board may, in addition to other lawful remedies available to it, cause such violation or condition to be remedied and the cost thereof shall be charged to the Owner of the lot, in which event such costs shall be deemed a penalty Assessment to such Owner and shall attach to his Lot, and shall be subject to levy, enforcement and collection by the Association in accordance with the Assessment lien procedure provided for in this Declaration at Article VI.

Failure to comply with any of the provisions in this Declaration or regulations adopted pursuant thereto shall be grounds for relief which may include, without limiting the same, an action to recover sums due for damages, injunctive relief foreclosure of lien, or any combination thereof. The terms of these Covenants, Conditions and Restrictions shall be liberally construed to effectuate their purposes in creating conditions that are supportive of maintaining the environment and a spirit of community among neighbors, and any violation of this Declaration shall be deemed to be a nuisance or unreasonable annoyance. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision or any other provisions hereof.

Section 7.02: Enforcement by Others. Additionally and after reasonable notice, specifically 20 days written notice to Owner in violation, an Owner not at the time in default hereunder shall have the option of bringing an action for damages, specific performance, or injunctive relief against any other defaulting Owner, and in addition may sue to have enjoined any violation of this Declaration. Any Judgment shall include a reasonable sum for attorney's fees in favor of the prevailing party. Each remedy provided in this Declaration shall be cumulative and not exclusive or exhaustive. The Association shall have the right, but not the obligation, to pursue any complaint by a home or lot Owner.

Section 7.03: Rights of Entry. The Association shall have a limited Right of Entry in and upon all Lots to view the exterior only of all residences for the purpose of assuring compliance with Declarations herein, only after at least twenty-four (24) hours written notice to the Owner.

Section 7.04: Uncorrected Violations. The uncorrected violation of any one of these covenants by an Owner shall not constitute legitimization or precedent authorizing similar violations of that provision in these covenants by any other Owner(s).

ARTICLE VIII
DURATION AND AMENDMENT

Section 8.01: Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded with the County Recorder, meeting the requirements of an amendment to this Declaration as set forth in Section III of the Article. There shall be no severance by sale, conveyance, encumbrance or hypothecation of an interest in any Lot from membership in the Association as long as this Declaration shall continue in full force and effect.

Section 8.02: Amendment to Declaration. Notice of the subject matter of a proposed amendment to this Declaration in reasonable detail shall be included in the written fourteen (14) day notice of any meeting of the Owners, at which meeting such amendment is to be discussed. All amendments shall be effective only upon written approval by not less than seventy-five percent (75%) of record Owners of all Lots in the Project at the time of such amendments.

Section 8.03: Amendment to the Plat. Amendments to the plat may be made in order to enhance common areas or preserve existing trees within the project by a majority vote of property Owners coupled with proper city and/or county approval. Any admendment to the plat involving the reduction of the common area due to a sale or similar transaction must provide for a benefit for the Association and have the approval of not less than seventy-five percent (75%) of record Owners.

ARTICLE IX
MISCELLANEOUS

Section 9.01: Severability. Invalidation of any one of these covenants, or any portion thereof, by judgment or court order shall in no way affect any of the other provisions which shall remain in full force.

Section 9.02: Singular Includes Plural. Whenever the context of the Declaration requires same, the singular shall include the plural, and the masculine shall include the feminine.

Section 9.03: Covenants, Etc., Shall Run with the Land. All the restrictions, easements, conditions and covenants herein shall run with the land and shall be binding on and for the benefit of all the Property and all parties having or acquiring any right, title or interest in the Property as a servitude in favor of each parcel thereof as the dominant tenement or tenements.

Section 9.04: Liability. Neither the Board, its assignee, delegate, nor the Architectural Control Committee, shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

IN WITNESS THEREOF, we the undersigned Interim Board members on behalf of the Property Owners have executed this instrument the day and year first herein above written. We certify that at least seventy-five percent (75%) of the property owners voted with signed ballots in favor of these amended declarations prior to their recording.

Bud Gillman
Bud Gillman
Lot 21, Plat A, Temple Meadows P.U.D Subdivision

John L. Stephens
John L. Stephens
Lot 115, Plat A, Temple Meadows P.U.D Subdivision

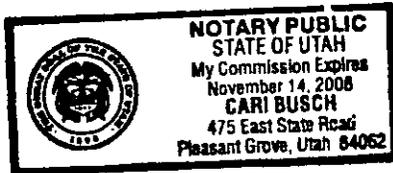
David F. Millheim
David F. Millheim
Development Associates, Lots 117-144 & 147-148
of Plat A & Plat C, Temple Meadows P.U.D Sub.

Michael R. Pritt
Michael R. Pritt
Lot 3, Plat A, Temple Meadows P.U.D Subdivision
Thomas W. Mackay
Thomas W. Mackay
Lot 7, Plat A, Temple Meadows P.U.D Subdivision

State of UTAH
County of ~~Salt Lake~~ Utah

On the 5 day of May, 2005, before me, the undersigned Notary Public, personally appeared Bud Gillman, Interim Board Member, known to me to be member of the Temple Meadows P.U.D. Interim HOA Board that executed the above and acknowledged to be the free and voluntary act and deed of the Temple Meadows P.U.D., by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that he is authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the Temple Meadows P.U.D.

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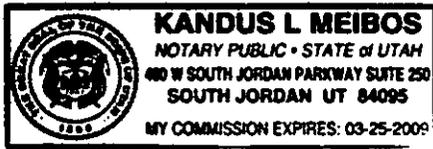
Cari Busch
NOTARY PUBLIC, Residing in
Utah County.
My Commission Expires: 11-14-08

Notary only for Bud Gillman

State of UTAH
County of Salt Lake

On the 12th day of May, 20 05, before me, the undersigned Notary Public, personally appeared David F. Millheim, Interim Board Member, known to me to be member of the Temple Meadows P.U.D. Interim HOA Board that executed the above and acknowledged to be the free and voluntary act and deed of the Temple Meadows P.U.D., by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that he is authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the Temple Meadows P.U.D.

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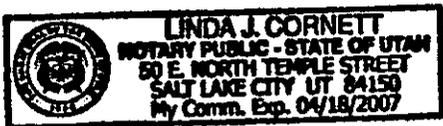


Kandus L. Meibos
NOTARY PUBLIC, Residing in
Salt Lake County.
My Commission Expires: 3/25/2009

State of UTAH
County of Salt Lake

On the 11th day of May, 20 05, before me, the undersigned Notary Public, personally appeared John L. Stephens, Interim Board Member, known to me to be member of the Temple Meadows P.U.D. Interim HOA Board that executed the above and acknowledged to be the free and voluntary act and deed of the Temple Meadows P.U.D., by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that he is authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the Temple Meadows P.U.D.

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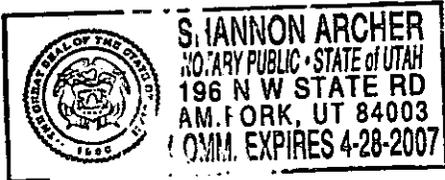


Linda J. Cornett
NOTARY PUBLIC, Residing in
Salt Lake County.
My Commission Expires: _____

State of UTAH
County of Utah

On the 6 day of May, 2005, before me, the undersigned Notary Public, personally appeared Michael R. Pritt, Interim Board Member, known to me to be member of the Temple Meadows P.U.D. Interim HOA Board that executed the above and acknowledged to be the free and voluntary act and deed of the Temple Meadows P.U.D., by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that he is authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the Temple Meadows P.U.D.

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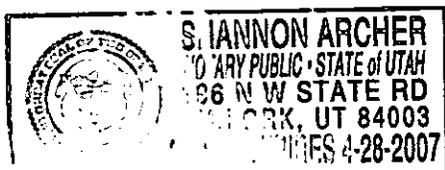


Shannon Archer
NOTARY PUBLIC, Residing in
Utah County.
My Commission Expires: 4/28/07

State of UTAH
County of Utah

On the 6 day of May, 2005, before me, the undersigned Notary Public, personally appeared Thomas W. Mackay, Interim Board Member, known to me to be member of the Temple Meadows P.U.D. Interim HOA Board that executed the above and acknowledged to be the free and voluntary act and deed of the Temple Meadows P.U.D., by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that he is authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the Temple Meadows P.U.D.

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Shannon Archer
NOTARY PUBLIC, Residing in
Utah County.
My Commission Expires: 4/28/07