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ENT 111085 BK 5244 PG 889
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Oct 15 9:49 am FEE 119.00 BY SS
RECORDED FOR ROYCE- WORTHINGTON HOMES

**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS
TEMPLE MEADOWS
A PLANED UNIT DEVELOPMENT (PUD)**

THIS DECLARATION, containing covenants, declarations and restrictions relating to TEMPLE MEADOWS PUD, to include any additions or annexations thereto that may hereafter be designated by the Declarant to be included, is made on the 3rd day of October, 1997, by Royce-Worthington Homes, LC., the 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 Declarant, and if and when adjacent land is acquired, the Declarant may, at its option, impose the Declarations imposed herein on the adjacent land by including it in the Temple Meadows PUD. Declarant intends to sell fee title interest in the lots developed, together with proportionate interests in common areas. If any that apply to each unit of development. The development may be expanded at a later date at which time those Covenants, Conditions and Restrictions may be adopted by reference.

**ARTICLE 1
DEFINITIONS**

Section 1: 01: "Property" or "Project" shall mean all the real property described above, consisting of all lots and improvements thereon 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 plat of the Property.

Section 1.03: "Owner" shall mean the record owner of a fee simple title to any lot or pad or an undivided fee interest in any common area which is a part of the Property.

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 mortgage 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 Declarant or it's successors.

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

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

Section 1.09: "Boarder Association" shall mean the Board of Directors of the Corporation, as appointed by the Declarant, which Board shall also comprise the Management Committee of the property where such committee is referred to herein. (Made up of elected Property Owners, after 75% of the lots in phase 1 and phase 2 have been sold.)

Section 1.10: "Plat" shall mean the Final Plat 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 Plat and owned by Temple Meadows PUD for the benefit, use and enjoyment of the Owners and residences 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) All Limited Common Areas and Facilities.
- (c) All foundations, columns, girders, beams, supports, perimeter walls and roofs constituting a portion or included in the improvements which comprise a part of the project.
- (d) All apparatus, installations, and facilities included within the Project and existing for common use.
- (e) All portions of the Project not specifically included within the Individual Units.
- (f) All other parts of the Project normally in common use or necessary or convenient to its use, existence, maintenance, safety, or management.

Section 1.11: "Unit" shall mean any residence within the project. "Unit" shall include a residence on a lot or any residence on a duplex, twin home or four-plex pad. "Unit," as defined herein, shall not include ownership of any storage lots.

ARTICLE II
GENERAL RESTRICTIONS AND REQUIREMENTS

Section 2.01: Land Use and Building Type. All dwellings shall be used exclusively; for residential purposes, except as may be specifically provided in Article III 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.

Section 2.02: Dwelling Size and Materials. No dwelling shall be constructed, altered, placed or permitted to remain 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 1,400 square feet or greater, with a total living area of not less than 1,600 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 Homes. (4-Family 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. All dwellings must use only brick, stucco or stone. No dwelling shall be higher than thirty (30) feet from ground to roof line, and no part of the roof line shall exceed the thirty (30) foot restriction herein imposed. All roofs should have a minimum pitch of 8/12.

Section 2.03: 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, or nearer than 16 feet to any other building.

Section 2.04: Garages and Driveways. Each dwelling unit shall have a two or three car garage. All driveways are located in common areas and shall be common areas. All garages shall face the side or rear of lots; not the street.

Section 2.05: Floor plan. It is intended that this PUD will be marketed to Senior Citizens; to accommodate such, each single or twin home will be designated with a master bedroom on the main floor and a main floor laundry room.

Section 2.06: Building and Landscaping Time Restrictions. All structures shall be

completed within a period of one (1) year following commencement of construction. If not completed the Committee 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 2.07: 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 exterior fires whatsoever except barbecue fires fueled by natural gas.

Section 2.08: Nuisances, Unreasonable Annoyance and Noxious Activities. No noxious or offensive activity shall be carried on upon any lot 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 fireworks of any kind shall be absolutely prohibited.

Section 2.09: Signs. No signs, posters, displays or other advertising devises 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 seven square feet or smaller in size which states that the premises are for rent or sale. The Association may cause all unauthorized signs to be removed. This section shall not apply to any sign used by Declarant or his agents in connection with the original construction and sale of the lots or homes.

Section 2.10: 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 first be approved in writing by the Architectural Control Committee. Any installation of a 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 2.11: Animals. Only small house pets shall be allowed on the property. No farm animals. Pets shall not be chained in a common area. Owners of pets (not grounds keepers) shall be responsible to clean up pet messes in common and limited common areas. 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 each owner familiarize themselves with all restrictions.

Section 2.12: Storage of Vehicles and Materials. No truck larger than 3/4 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 and other vehicles shall not be parked overnight on the street, or in driveways for more than twenty-four (24) hours, and shall not be allowed to remain more than twenty-four (24) hours on the property described only if housed in a garage, carport, 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.

The open storage area is for the use of 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 are available at one space per Owner by reservation on a "first come first served" basis. Reservation must be recorded by the Owner's Association with a receipt given to the Owner.

The project also has closed storage areas. Owners may purchase storage ~~units~~ 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. *lots 24, 24*

Section 2.13: Rubbish and Unsightly Debris, Etc. Notwithstanding any other provision in the Declaration, no Owner shall allow his lot to become so physically encumbered with rubbish, unsightly debris, equipment, or other articles or materials so as to constitute any eyesore as reasonably determined by the Association. Within twenty (20) days of receipt of written notification by the Association of such violation; the Owner shall be responsible to make appropriate corrections. If the Owner fails to make the required corrections, the Association may, at its prerogative, correct such failure and charge the tenant for any and all costs incurred in making the correction.

Section 2.14: Temporary Structures, Etc. No structure of a temporary character, or trailer, camper, tent shack, garage or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

Section 2.15: Use. No part of any dwelling shall be used for any commercial manufacturing, mercantile, vending or other such non-residential purposes. Provided; however, that professional and administrative occupations may be carried on within the residence so long as there exists no meaningful external evidence thereof. The Declarant, its successors or assigns, may use the Property for a model homesite, display, and sales office during the construction and sales period.

Section 2.16: 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 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 2.17: 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 and will be installed by arrangement of the Committee prior to occupancy.

Section 2.18: Landscaping and Parking Strips. All front yards, side yards, and rear yards shall be landscaped at the expense of Owner. Vacant lots must be maintained. The parking strip between curb and sidewalk shall be maintained in a uniform manner with other parking strips in the subdivision. Only sod and street trees shall be permitted in the parking strip. Each lot, all common and limited common areas shall be landscaped and maintained by arrangement of the Association.

Section 2.19: Engineering. All plans must be accompanied by a soils test by a qualified and licensed engineer or geologist.

Section 2.20: 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 2.21: Deviations. Deviations from the standards herein outlined may be allowed by the Architectural Control Committee and Declarant only for good cause shown. The decisions of the Committee on matters affecting aesthetics for the overall development shall be final.

ARTICLE III ARCHITECTURAL CONTROL COMMITTEE

Section 3.01: Committee Appointment and Composition. The Architectural Control Committee shall ultimately consist of 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. Notwithstanding anything to the contrary which may appear elsewhere herein, the Committee Members shall be appointed only by the Declarant or its successors, which, at its option, may temporarily delegate or forever assign such powers and responsibilities, or other powers and responsibilities given to it by this Declaration, to the assignee. Such assignment shall be express and in writing and until such assignment, the assignee shall not possess any powers or responsibilities with respect to such Committee. No committee members 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) may be charged to the lot owner for such services, in which event the provisions of Article VII shall be applicable. No members 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 3.02: Scope. No building, residence, dwelling, garage, carport, 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; which may consider such factors as (but 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. The interference with the views of other lots insofar as is practical, consistent with elevations and limitations outlined. Understanding that it cannot control all interference with views of other homes or aesthetic objections, the Committee will simply try to accommodate interested owners consistent with each owner's concerns, and expect a compromise to their respective objectives. The Owners will be bound by that determination.

Section 3.03: Process of Approval. Plans and re-submittal thereof shall be approved, disapproved or otherwise acted upon in writing within forty-five (45) days. 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 forty-five (45) 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 the approval of the Committee having been obtained 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 of the provisions hereof unless a notice of such non-compliance or noncompletion, executed by one Member, or more, of the Committee, shall appear of record in the office of the County Recorder, or legal proceeding shall have been instituted to enforce compliance with these provisions. 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. Until later published, the address of the Committee may be obtained by contacting; Royce-Worthington Homes, LC., of Murray, Utah.

ARTICLE IV EASEMENTS

Section 4.01: 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 upon recording of this document for Wendell Hansen to enter the property and perform maintenance on the drainage system at his expense, provided any damages caused by said maintenance are repaired and restored.

Section 4.02: 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 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 and for the maintenance of such 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 error in 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.

ARTICLE V ASSESSMENTS

Section 5.01: 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, 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 to an Owner may 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, or by asserting any claims against the Association, the Declarant or any other person or entity.

Section 5.02: 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 5.03: Monthly Assessments. The monthly assessments may specifically include,

but shall not be limited to, expenses or management of the Association and its activities; taxes and special Assessments upon the Association's real and personal property, if any; premiums for all insurance which the Association is required by statute or First Mortgages to maintain, or all insurance authorized by the Board in its sole discretion, and all other expenses connected with such insurance; the creation of adequate reserve funds for maintenance, repairs and replacement of those elements of common property such as; landscaping, driveways, fencing maintaining the exterior of all dwellings or buildings within the project, or maintenance that must be done or replaced on a periodic basis and are payable in regular installments, rather than by Assessments; such as; landscaping of all common and limited common areas and water for such, snow removal of all walk ways 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 limitaion, expenses relating to the Augmentation Plan nad any common.

Section 5.04: Limits on Monthly Assesments. Until the first Owner moves into the property and occupies it, the maximum monthly assessment shall not exceed Fifty Dollars (\$50), after such occupation the maximum assessment shall be Two Hundred Dollars (\$200.00). After that date it may be increased by the Association's Board of Directors at a rate not to exceed ten percent (10%) per year thereafter.

Section 5.05: Procedure for Annual Assessments. The Assessments shall be payable in a quarterly amount and shall commence as to all Lots, including Lost owned by Declarant, when the first Lot is conveyed to a purchaser from Declarant. The Association's Board of Directors may fix the monthly Assessment at an amount not in excess of the maximum stated above and shall provide such notice and procedure for budgeting and collection as the Board deems appropriate in its sole discretion. The Association's registered agent, a written statement setting forth the amount of any unpaid Assessments levied against a Lot, and the statement may be relied upon all Owners acting in good faith thereon as conclusive evidence of payment of such Assessment.

Section 5.06: Collection of Assessments. Assessments may be collected as set forth in paragraphs 5.07 and 5.08 below.

Section 5.07: 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 attorneys fees, costs and expenses of any collection. 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 attorneys fees, court costs and any expenses of such lawsuit.

Section 5.08: Lien. Additionally, any such unpaid Assessment, together with all expenses of collection and attorneys 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 therefore 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 an annual rate of 18%.

Section 5.08: 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 became 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, shall extinguish the lien of Assessment which became 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, without limitation, any deed in lieu thereof, shall 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 VI VIOLATIONS

Section 6.01: Committee'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 violation or recover damages. To the extent reasonable possible, the violator shall be required to pay the expenses incurred therein, including reasonable attorney fees. No liability shall attach to the Committee in acting pursuant to the provisions of this Declaration.

If, after due notice, an Owner fails to remedy a violation, an owner 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 special Assessment to such Owner and shall attach to his Lot, and shall be subject to levy, enforcement and collection by the Committee in accordance with the Assessment lien procedure provided for in this Declaration at Article VII.

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 6.02: Enforcement by Others. Additionally and after reasonable notice in writing, an Owner not at the time in default hereunder, or Declarant, 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 attorneys fees in favor of the prevailing party. Each remedy provided in this Declaration shall be cumulative and not exclusive or exhaustive. The Committee shall have the right, but not the obligation, to pursue any complaint by a home or lot Owner.

Section 6.03: Rights of Entry. The Committee 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 reasonable notice to the Owner.

ARTICLE VII DURATION AND AMENDMENT

Section 7.01: Duration. This Declaration shall continue in full force for a term of fifty (50) years from the date hereof, after which time 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 II 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 7.02: Amendment. Notice of the subject matter of a proposed amendment to this Declaration in reasonably detail shall be included in the notice of any meeting of the Owners at which meeting such amendment is to be discussed.

No amendment to Article VI shall be effective unless approved in writing by the record holders of encumbrances on unsold Lots in the Project at the time of such amendment and by not less than seventy-five percent (75%) of the record Owners of all Lots at the time of such amendment, including Lots owned by Declarant. All other 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. 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.

Nevertheless, Declarant may at any time amend the Declaration to quality the Project with lending institutions, and until the close of the escrow established for the sale by Declarant of its last

TEMPLE MEADOWS; A PLANNED UNIT DEVELOPMENT

PLAT A

BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 700 NORTH STREET, SAID POINT BEING SOUTH 89°32'32" WEST 209.00 FEET AND SOUTH 37.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE; SOUTH 456.33 FEET; THENCE EAST 202.94 FEET TO A FENCE; THENCE SOUTH 00°09'25" EAST 895.83 FEET ALONG SAID FENCE LINE TO A FENCE; THENCE SOUTH 89°49'48" WEST 986.40 FEET ALONG SAID FENCE LINE; THENCE NORTH 54.00 FEET; THENCE NORTH 89°49'48" EAST 1.28 FEET; THENCE NORTH 00°19'00" EAST 70.39 FEET; THENCE EAST 150.33 FEET; THENCE NORTH 55°58'37" EAST 223.30 FEET; THENCE NORTH 04°06'07" EAST 302.95 FEET; THENCE EAST 68.74 FEET; THENCE NORTH 128.85 FEET; THENCE EAST 178.69 FEET; THENCE NORTH 72.67 FEET; THENCE NORTH 32°01'04" EAST 41.23 FEET; THENCE NORTH 06°20'03" EAST 124.06 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 371.00 FOOT RADIUS CURVE TO THE LEFT CENTRAL ANGLE OF 04°18'41" (CENTER BEARS NORTH 04°18'41" EAST) 27.92 FEET; THENCE NORTH 42.00 FEET TO THE POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 329.00 FOOT RADIUS CURVE TO THE RIGHT CENTRAL ANGLE 03°14'36" (CENTER BEARS NORTH) 18.62 FEET; THENCE NORTH 175.00 FEET; THENCE EAST 74.00 FEET; THENCE NORTH 224.89 FEET; THENCE NORTH 89°32'32" EAST 56.00 FEET TO THE POINT BEGINNING. CONTAINS 13.79 ACRES.

TEMPLE MEADOWS; A PLANNED UNIT DEVELOPMENT
PLAT B

BOUNDARY DESCRIPTION

BEGINNING AT A POINT SOUTH 89°32'32" WEST 341.08 FEET AND SOUTH 00°27'28" EAST 261.29 FEET FROM THE NORTH QUARTER CORNER OF SECTION 18, TOWNSHIP 5 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN RUNNING THENCE; SOUTH 175 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 329.00 FOOT RADIUS CURVE TO THE LEFT CENTRAL ANGLE OF 03°14'36" (CENTER BEARS N 03°14'36" E) 18.92 FEET; THENCE SOUTH 42.00 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 371.00 FOOT RADIUS CURVE TO THE RIGHT CENTRAL ANGLE 04°18'41" (CENTER BEARS NORTH) 27.92 FEET; THENCE SOUTH 06°20'03" WEST 124.06 FEET; THENCE SOUTH 32°01'04" WEST 41.23 FEET; THENCE SOUTH 72.66 FEET; THENCE WEST 180.69 FEET; THENCE SOUTH 128.85 FEET; THENCE WEST 66.74 FEET; THENCE SOUTH 04°06'07" WEST 302.95 FEET; THENCE SOUTH 55°58'37" WEST 223.30 FEET; THENCE WEST 150.33 FEET; THENCE NORTH 00°19'00" EAST 297.91 FEET; THENCE NORTH 89°40'00" WEST 3.32 FEET; THENCE NORTH 483.5F FEET; THENCE EAST 264.00 FEET; THENCE NORTH 287.20 FEET; THENCE NORTH 89°32'32" EAST 56.00 FEET; THENCE SOUTH 221.65 FEET; THENCE EAST 331.00 FEET TO THE POINT OF BEGINNING.
CONTAINS 10.80 ACRES

lot in the Project (including lots in any annexations thereto). Declarant shall have the sole right to terminate or modify this Declaration by recordation of a supplement hereto setting forth such termination or modification. The "close of escrow" shall be deemed to be the date upon which a deed conveying the last lot in the Project is recorded.

ENT 111085 BK 5244 PG 902

ARTICLE VIII
MISCELLANEOUS

Section 8.01: 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.

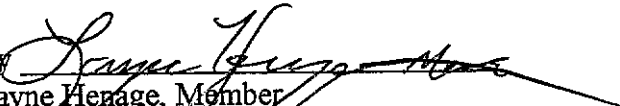
Section 8.02: Singular Includes Plural. Whenever the context of the Declaration requires same, the singular shall include the plural, and the masculine shall include the feminine.

Section 8.03: Covenants, Etc. Shall Run with the Land. All of 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.

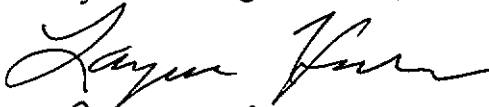

Section 8.04: Liability. Neither the Declarant, its assignee, delegate, or the Architectural Control Committee, shall be liable to any other person for any action or failure to act hereunder where such action or failure was in good faith.

IN WITNESS THEREOF, Declarant has executed this instrument the day and year first herein above written.

Temple Meadows PUD Inc.

By 
Layne Henage, Member
Royce-Worthington Homes, LLC.

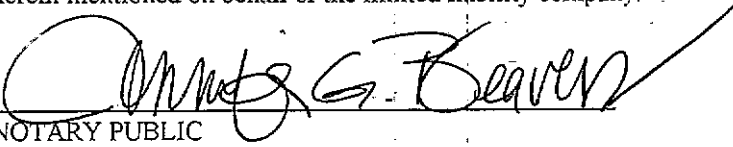
By 
Kim Henage, Member
Royce-Worthington Homes, LLC.

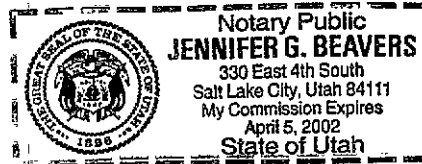
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake)

On the 13th day of **October** 1999, before me, the undersigned Notary Public, personally appeared **Kim Henage, Member**, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.


NOTARY PUBLIC

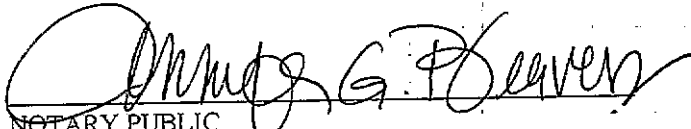
My Commission Expires: 04/05/02 Residing at: Salt Lake



LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake)

On the 13th day of **October** 1999, before me, the undersigned Notary Public, personally appeared Layne **Henage, Member**, known to me to be the member(s) or designated agents of the limited liability company that executed the above and acknowledged to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and an oath stated that they are authorized to execute said instrument freely and voluntarily for the purposes and use herein mentioned on behalf of the limited liability company.


NOTARY PUBLIC

My Commission Expires: 04/05/02

Residing at: Salt Lake

