

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND RESERVATION OF EASEMENTS FOR  
TEMPLE HILL TOWNHOMES  
A PLANNED UNIT DEVELOPMENT**

---AMENDED TO CORRECT DEVELOPMENT NAME---

THIS IS A DECLARATION of Covenants, Conditions and Restrictions and Reservations of Easements covering a planned unit development known as Temple Hill Townhomes.

RECITALS

- A. Declarant is the Owner of certain real property in Logan, Cache County, Utah, which is more particularly described on the attached Exhibit "A" (the "Property").
- B. Declarant will convey the Property subject to certain protective covenants, conditions, restrictions, reservations, assessments, charges, and liens as hereinafter set forth.
- C. It is the desire and intention of Declarant to construct a four-unit building and restore an adjacent house, and sell and convey the same to various purchasers.

DECLARATIONS

Declarant hereby declares that all of the Property shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, assessments, charges and liens, and to the Map recorded concurrently. This is for the purpose of protecting the value and desirability of the Property. This Declaration and the Map shall be construed as covenants of equitable servitude, shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

Ent 854659, Bk 1284 Pg 1100  
Date 20-Feb-2004 9:18AM Fee \$38.00  
Michael Glead, Rec. - Filed By CL  
Cache County, UT  
For NORTHERN TITLE COMPANY

**ARTICLE 1 - DEFINITIONS**

The following definitions control in this Declaration.

- 1.01. Association means Temple Hill Townhomes Owners Association, its successors and assigns.

1.02. Common Area and Parking Area means a portion of the Property designated on the Plat as the "Common Area" or "Parking Area," over which all Owners shall have an easement, and, as to the Parking Area, upon which vehicular travel and parking shall take place.

1.03. Unit means an individual Townhouse unit designated as Units #1 - 4 on the Plat and located within the four-unit building constructed upon the Property.

1.04. Declarant means Corbridge Development, LC, a Utah limited liability company, and any successors and assigns.

1.05. Declaration means this instrument, and any amendments.

1.06. House means the restored house designated as Unit #5 on the Plat.

1.07. Member means every person or entity who holds Membership in the Association. Every Member is an Owner, and every Owner is a Member.

1.08. Mortgage includes "deed of trust" and "trust deed."

1.09. Owner means the entity, person, or group of persons owning fee simple title to any Unit which is within the Property. Regardless of the number of parties participating in ownership of each Unit, the group of those parties shall be treated as one "Owner."

1.10. Plat or Map means the subdivision plat recorded herewith entitled "TEMPLE HILL TOWNHOMES, A PLANNED UNIT DEVELOPMENT" consisting of one sheet, prepared and certified by Tim V. Gibbons, a Utah Registered Land Surveyor, or any replacements thereof, or additions thereto.

1.11. Property means that certain real property described on the attached Exhibit "A."

1.12. Trustees or Board of Trustees means the governing body of the Association.

1.13. Unit means a separately numbered and individually described plot of land shown on the Plat designated for private ownership, numbered Units #1 - 5, and includes the House, and the four (4) Units.

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## ARTICLE II - PROPERTY RIGHTS

2.01. Unit. Each Unit is owned in fee simple by the Owner thereof. However, area within the surveyed Common Area and Parking Area as set forth on the Plat shall be subject to the easement set forth in Section 2.02, below.

2.02. Owners' Easements of Enjoyment. Every Owner has a right and easement of use and enjoyment in and to the Common Area and Parking Area. This easement is appurtenant to and passes with the title to every Lot, subject to:

- (a) The right of the Association, through its Trustees, to establish policies and guidelines relating to use of the Common Area and parking spaces situated upon the Parking Area, including limitation of the number of guests of Owners using the parking spaces located on the Parking Area.
- (b) The right of the Association to grant easements for public utilities or other public purposes consistent with the intended use of the Property.
- (c) The terms and conditions of this Declaration.
- (d) The right of the Association, through its Trustees, to adopt such other rules and regulations concerning use of the Common Area and Parking Area as the Trustees deem advisable or desirable.

2.03. Delegation of Use. An Owner is deemed to delegate his right of enjoyment to the Common Area and Parking Area to any tenants who reside in the Unit owned by such Owner. Except in the case of guest parking consistent with rules established by the Association, no one who is a non-Owner or non-resident shall have any such right of enjoyment to the Common Area and Parking Area.

### ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

3.01. Membership. Every Owner is a Member of the Association. The term "Owner" includes contract purchasers but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Unit ownership. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity.

3.02. Voting Rights. The Association has two classes of voting Membership:

CLASS A. Class A Members are all Members with the exception of the Declarant. Class A Members are entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, the group of such persons shall be a Member. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any single Unit. A vote cast at any Association meeting by any of such co-Owners, whether in person or by proxy, is conclusively presumed to be the vote attributable to the Unit concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by

another co-Owner of the same Unit. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists.

**CLASS B.** The Class B Member is the Declarant. The Class B Member is entitled to three (3) votes for each Unit owned. The Class B Membership will cease and be converted to Class A Membership upon either of the following events, whichever occurs first:

- (a) upon conveyance of eighty percent (80%) of the Units subject to this Declaration to purchasers; or
- (b) the expiration of (4) years from the date Declarant first conveys a Unit to a purchaser.

**3.03. Board of Trustees.** The Association shall be governed by a Board of Trustees consisting of at least three (3), but not more than five (5), Trustees. The initial Board of Trustees shall consist of three (3) Trustees. Upon the sale of at least three (3) Units, all Trustees must be Owners. Trustees shall be elected annually by the Members of the Association. Cumulative voting shall not be allowed.

**3.04. Meetings of Members.** The Members of the Association shall meet at least annually on the first Wednesday of April of each year. The Members shall elect the Board of Trustees at this annual meeting. The Members may also hold special meetings when called by the Board of Trustees or by Members holding more than fifty percent (50%) of each class of Membership. Notice of all annual and special meetings shall be provided to each Member by the Board of Trustees.

**3.05. Meetings of Trustees.** The Board of Trustees shall meet as frequently as the Board deems appropriate, but at least annually. The Board of Trustees shall designate a Trustee to act as Secretary of the meetings and to take minutes of all Board meetings.

**3.06. Compensation of Trustees.** Unless otherwise specified by a majority vote of each class of Membership, the Trustees shall serve without compensation.

**3.07. Chairman of the Board.** The Trustees shall elect, by majority vote, a Chairman of the Board of Trustees. The Chairman of the Board of Trustees shall be the Chief Executive Officer of the Association, and shall have power to bind the Association and to execute contracts and agreements on its behalf.

**3.08. Action by Board of Trustees.** The Board of Trustees shall have the power to set assessments, enact rules to govern the Association and the Property, and to take such further actions as authorized by this Declaration. All acts and decisions of the Board of Trustees shall be made by majority vote of the Trustees present at the meeting in which the decision is made.

#### ARTICLE IV - FINANCES AND OPERATIONS

4.01. Creation of Lien - Personal Obligations. The Declarant and each subsequent Owner of any Unit by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association:

- (a) annual assessments or charges;
- (b) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided;
- (c) any other amount or assessment levied or charged by the Association or Board of Trustees pursuant to this Declaration, and

(d) interest, costs of collection and reasonable attorney's fees, as hereinafter provided.

All such amounts shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of the person who was the Owner of such Unit at the time the assessment fell due. Successors-in-title shall take title subject to any lien existing on the acquired Unit due to any assessment delinquency caused by their predecessors-in-interest. Successors-in-title shall not, however, be personally liable for assessments delinquent at the time they took title unless that obligation is expressly assumed by them.

4.02. Purpose of Assessments. The assessments levied by the Association shall be used:

- (a) for the purpose of promoting the recreation, health, safety, and welfare of the Owners and their tenants, if any; and
- (b) for the maintenance of the Property, and the improvement and maintenance of the Common Area and Parking Area.

The assessments must provide for, but are not limited to, the payment of: premiums for any insurance maintained by the Association; the cost of repairing, replacing, maintaining, and constructing or acquiring additions to the Common Area and Parking Area; administrative expenses of the Association; insurance deductible amounts; the establishment of a reserve account for repair, maintenance, and replacement of Common Area and Parking Area facilities which must be replaced or repaired on a periodic basis, such as parking lot repairs or restriping; and other amounts required by this Declaration or that the Trustees shall determine to be necessary to meet the primary purposes of the Association. The assessments may provide, at the discretion of the Trustees, for the payment of other charges, including, without limitation, shared maintenance or management expenses such as snow removal, yard maintenance, cable television, trash collection and removal, and any shared utilities.

4.03. Annual Assessments. The Trustees shall establish annual assessments to provide for payment of the expenses set forth in Section 4.02, above. Such expenses shall be shared by Unit

Owners on a pro rata basis, in accordance with the number of Units that benefit from such expenses of the Association. All Units shall equally share the costs of premiums for any insurance maintained by the Association, and any administrative expenses of the Association. All other expenses for which annual assessments are levied shall be assessed only against Units upon which a Townhouse has been completed and either (a) such Unit has been deeded to an Owner other than the Declarant; or (b) such Unit remains owned by the Declarant and all or a portion of the Townhouse constructed on such Unit has been leased to a tenant or tenants.

4.04. Special Assessments. In addition to the annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only. Special assessments must have the assent of sixty-seven percent (67%) of the votes of each class of the Members authorized to vote, in person or by proxy, at a meeting duly called for this purpose. Special assessments shall only be assessed against Units either (a) owned by Owners other than the Declarant; or (b) Units owned by the Declarant upon which a Townhouse has been constructed, and in which a tenant or tenants reside. Special assessments shall be levied equally among all qualifying Units.

4.05. Assessment Meetings. Written notice of any meeting of Members called for the purpose of taking any action authorized under Section 4.04 shall be sent to all Members at least thirty (30) days in advance of said meeting. At each scheduled meeting, a quorum shall consist of Members, or proxies, entitled to cast fifty percent (50%) of all votes of each class of Membership. If the quorum requirement is not met at such a meeting, another meeting may be called, on at least thirty (30) day advance written notice, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting.

4.06. Uniform Rate of Assessment. Except as set forth above, both annual and special assessments must be fixed at a uniform rate for all Units.

4.07. Periodic Assessments. Annual and special assessments may be collected on a monthly, quarterly, or annual basis, as the Trustees determine.

4.08. Date of Commencement of Annual Assessments - Due Dates. The annual assessment provided for herein shall commence to accrue on the first day of the month following conveyance of the Unit to an Owner other than the Declarant, or the rental of a Unit owned by the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

At least thirty (30) days prior to the commencement of each new annual assessment period, the Trustees shall send or cause to be sent a written notice of the annual assessment to each Owner subject thereto. Receipt of notice shall not be a pre-requisite to validity of the assessment.

The assessment due dates shall be established by the Trustees. The Trustees may provide for the payment of annual and special assessments in equal installments throughout the assessment year.

The Trustees shall prepare a roster of the Units and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Board of Trustees, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by the Chairman of the Board of Trustees setting forth whether the assessment on a specified Unit has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

4.09. Non-Payment of Assessment - Remedies. Any assessment or installment thereof not paid within thirty (30) days after the due date therefore shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Trustees shall determine appropriate) until paid. The Trustees may, in the name of the Association:

- (a) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment; and/or
- (b) foreclose the lien against the Unit in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of Mortgages, or in any other manner permitted by law; and/or
- (c) restrict, limit or totally terminate any or all services performed by or at the request of the Association in behalf of the delinquent Owner.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee, together with an amount for the reasonable rental for the Unit from the time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of any other security.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale, the Unit of an Owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area and Parking Area or by abandonment of his Unit.

4.10. Subordination of Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any first Mortgage held by an institutional lender if the Mortgage was recorded prior to the date the assessment became due. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof, shall extinguish a subordinate assessment lien as to

payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve an Owner from personal liability for assessments coming due after he takes title or from the lien of such later assessments.

4.11. Books and Records and Audit. The Association shall maintain current copies of its articles of incorporation, bylaws, rules enacted by the Trustees, and this Declaration, as well as its own books, records and financial statements which shall all be available for inspection by Unit Owners and insurers as well as by holders, insurers and guarantors of first Mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. A Unit Owner or holder, insurer or guarantor of a first Mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

#### ARTICLE V - INSURANCE

5.01. Casualty Insurance. Each Unit Owner shall obtain and continue in effect casualty and fire insurance in such form and with such insurance providers as the Trustees deem appropriate, in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of each Unit, including the structural portions and fixtures thereof. The Association shall obtain and continue in effect such casualty and fire insurance as the Trustees deem appropriate, to insure the improvements on the Common Area and Parking Area.

5.02. Liability Insurance. If required by the Trustees, each Unit Owner shall obtain a comprehensive policy of public liability insurance covering the Owner's Unit for at least \$1,000,000.00 per occurrence or such other amount as the Trustees shall establish for personal or bodily injury and property damage that results from the operation, maintenance or use of the Unit. Liability insurance policies obtained by each Owner shall contain a "severability of interest" clause for endorsement which shall preclude the insurer from denying the claim of such insured Owner because of negligent acts of the Association or other Owners. The Association shall obtain such liability insurance as the Trustees deem appropriate to cover the Common Areas and Parking Areas.

5.03. Proof of Policies. All Members shall provide the Trustees with proof of insurance sufficient to satisfy the Trustees that the covenants and obligations contained in this Article V have been complied with. Such proof shall be provided annually, or otherwise upon the Trustees' written request.

#### ARTICLE VI - ARCHITECTURAL CONTROL

6.01. Construction or Remodel. No structure, building, fence, wall or addition, extension or expansion of any of the foregoing shall be commenced, erected or maintained upon any Unit, nor shall any interior or exterior addition, remodel, change or alteration to any Unit be made until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the

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same shall have been submitted to and approved in writing as to harmony of design and location in relation to surrounding structures and topography by the Trustees or, if such a committee is in existence, by an Architectural Control Committee composed of three (3) or more representatives appointed by the Trustees. In the event said Trustees, or their designated committee, fail to approve or disapprove in writing such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will be deemed to be granted.

#### ARTICLE VII - EXTERIOR MAINTENANCE

7.01. Exterior Maintenance by Owner. Each Owner shall be responsible for maintenance to the exterior of the Unit owned by such Owner. Each Owner shall maintain the exterior of the Unit in accordance with guidelines and standards set forth by the Association. If an Owner fails to perform maintenance that is the Owner's responsibility, and after ten (10) days written notice (which notice shall not be required in the event of emergency or a threat to life, health, property, or safety), the Trustees shall provide exterior maintenance upon each such Unit. The cost of such maintenance shall be assessed against the Unit upon which it is performed, and shall become a lien upon such Unit pursuant to Section 4.01 hereof.

7.02. Exterior Maintenance Contracts. Any Owner who wishes to contract with the Association for maintenance of the Owner's Unit may do so by signing an agreement with the Association at a mutually acceptable price for such services. Unless the services are provided to all Owners, the cost of these services shall not be a common expense, but shall be paid exclusively by the Owner who receives such services.

7.03. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this article, the Association, through its duly authorized agents, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours.

7.04. Alterations of Maintenance Duties by Rules. The duty of maintenance for the Units may be altered by rule of the Association.

#### ARTICLE VIII - USE RESTRICTIONS

8.01. General Use Restrictions. All of the Property that is subject to this Declaration is hereby restricted to Units, and buildings in connection therewith. All buildings or structures erected on the Property (other than the House) shall be of new construction and no buildings or structures shall be removed from other locations to the Property and no subsequent buildings or structures dissimilar to those initially constructed shall be built on any Unit. No building or structure of a temporary character, trailer, tent, camper, shack, garage, shed, barn or other outbuilding shall be placed or used on any Unit at any time.

8.02. Construction, Business and Sales. Notwithstanding any provisions to the contrary herein, it shall be expressly permissible for Declarant to maintain such facilities as in the sole opinion of Declarant may be reasonably required, convenient, or incidental to the construction of Units and the sale of such Units during the period of construction and sale of said Units and upon such portion of the Property as Declarant deems necessary, including, but not limited to, a business office, storage areas, construction yard, signs, model units and sales offices.

8.03. Signs. Except for one "For Rent" or "For Sale" sign of not more than five (5) square feet, no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any Unit or any portion of the Property. No commercial activities of any kind whatever shall be conducted in any building or on any portion of the Property. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth herein, and in its rules and regulations, as the same may be amended from time to time.

8.04. Quiet Enjoyment. No late night parties, or other loud, noxious or offensive activity shall be carried on upon any part of the Property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners or their tenants, or which shall in any way increase the rate of insurance.

8.05. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that aquariums of small fish or not more than two (2) small birds per Unit, may be kept (if an Owner so desires) provided that they are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no animals or fowl may be kept on the Property that are an annoyance or are obnoxious, by noise, smell or otherwise, to Owners or their tenants. All pets must be kept within their Owner's Unit and each Unit lease shall so provide. This provision may be amended by rule of the Association.

8.06. Parking. Parking spaces within the Parking Area shall be used for parking of motor vehicles actually used by the Owner or his tenants and their guests for personal use and not for commercial use. No motor vehicle which is inoperable shall be placed in the Parking Area, and any motor vehicle which remains parked over 72 hours shall be subject to removal by the Association, at the vehicle owner's expense. If parking spaces are designated by the Trustees for the exclusive use of Unit Owners, such use shall be recognized and enforced. The Parking Area designated on the Plat for the exclusive use of the House shall be so honored, and no rules of the Trustees may otherwise designate this House Parking Area. Rules of the Trustees regarding guest parking shall also be recognized and enforced. Recreational vehicles, boats, travel trailers and similar property may not be parked in the Parking Area unless permitted by rule of the Association.

8.07. Planting and Gardening. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon any Unit except such as are installed in

accordance with the initial construction of the Units located on the Property, or as approved by the Trustees.

8.08. External Apparatus. No Owner nor any of his tenants shall cause or permit anything (including, without limitation, awnings, canopies, or shutters) to hang, be displayed or otherwise affixed to or placed on the exterior walls or roof of any Unit or any part thereof, or on the outside of windows or doors, without the prior written consent of the Trustees.

8.09. Exterior Television or Satellite Antennas. No exterior television antennas or Satellite dishes shall be placed, allowed, or maintained upon any Unit or upon any structure or portion of the improvements situated and located upon the Property without prior written approval of the Trustees.

8.10. Garbage Removal. All rubbish, trash, and garbage shall be regularly removed from the Units and shall not be allowed to accumulate thereon. Each Unit shall be maintained in a clean and orderly manner. Garbage must be placed in garbage receptacles on the Property. The cost of any group garbage receptacle use and garbage removal shall be included in the annual assessment.

8.11. Interior Utilities. All utilities, fixtures, and equipment installed within a Unit, commencing at a point where the utility lines, pipes, wires, conduits, or systems enter boundaries of a Unit shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act nor any work that will impair any easement nor do any act nor allow any condition to exist which will adversely affect the other Units or Owners.

8.12. Leases. All Unit leases or rental agreements shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the rules and regulations of the Association and that any failure by a lessee to comply with the terms of such documents shall constitute a default under the lease.

#### ARTICLE IX - EASEMENTS

9.01. Encroachments. Each Unit shall be subject to an easement for encroachments created by construction, setting, and overhangs, as designed or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event that any Unit is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the adjacent Units due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist. In addition to the foregoing, each of the Townhouses are subject to a front porch utility easement, as shown on the Plat, for the installation, maintenance and repair of utilities located therein.

9.02. Utilities. There is hereby created a blanket easement upon, across, over, and under all of the Property for ingress and egress for the installation and maintenance of utilities and related systems, including but not limited to, water, sewer, gas, telephone, electricity, and cable television system. By virtue of this easement, it shall be expressly permissible for all public utilities serving

the Property to lay, construct, renew, operate, and maintain conduits, cables, pipes, mains, ducts, wires, and other necessary equipment on the Property, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits, and conduits on, above, across, and under roofs and exterior walls of Units. Notwithstanding anything to the contrary contained in this section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Trustees. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Trustees shall have the right to grant such easement on said Property without conflicting with the terms hereof.

9.03. Police, Fire and Ambulance Service. An easement is hereby granted to all police, fire protection, ambulance services, and all similar persons to enter upon the Common Area and Parking Area in the performance of their duties.

9.04. Maintenance by Association. An easement is hereby granted to the Association, its officers, agents, employees, and to any maintenance company selected by the Association to enter in or to cross over the Common Area and Parking Area and any Unit to perform the duties of maintenance and repair.

9.05. Other Easements. The easements provided for in this Article shall in no way affect any other recorded easement.

#### ARTICLE X - GENERAL PROVISIONS

10.01. Enforcement. The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this Declaration, including, but not limited to, any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Property to enforce any lien created by this Declaration. Failure of the Association or of any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right of the Association or any Owner to do so thereafter. In the event that action, with or without suit, is undertaken to enforce any provision hereof, the party against whom enforcement is sought shall pay to the Association or enforcing Owner a reasonable attorney's fee. Any legal action to enforce the terms hereof shall be brought in the courts of the First Judicial District, State of Utah, in and for the county of Cache. The Trustees may levy a fine or penalty not to exceed ten percent (10%) of the amount of the applicable annual assessment against any Owner who fails to refrain from violation of these covenants or a rule of the Association, after three (3) days written notice.

10.02. Severability. All of the conditions, covenants, and reservations contained in this Declaration shall be construed together, but if any such condition, covenant, or reservation, or any

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part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other condition, covenant, or reservation, or any part thereof, shall be thereby affected or impaired; and the Declarant, Association, and Owners, their successors, heirs, and assigns shall be bound by each article, section, subsection, paragraph, sentence, clause, and phrase of this Declaration, irrespective of the invalidity or unenforceability of any other article, section, subsection, paragraph, sentence, clause, or phrase.

10.03. Duration. The covenants, conditions, and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

10.04. Amendment. The covenants, conditions, and restrictions of this Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of each class of Members. Any amendment must be properly recorded in the records of Cache County, Utah to become effective.

Notwithstanding the foregoing, the Declarant reserves the right for so long as it shall have Class B Membership status to unilaterally amend the Declaration to comply with city, state, or other laws, or regulations or requirements of holders, insurers, or guarantors of first Mortgages.

10.05. Notices. Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postpaid to the last known address of the person who is entitled to receive it.

10.06. Number and Gender. The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

10.07. Waivers. No provision contained in the Declaration shall be deemed to have been waived by reason of any failure to enforce it, regardless of the number of violations which may occur.

10.08. Topical Headings. The topical headings contained in this Declaration are for convenience only and do not define, limit, or construe the contents of the Declaration.

#### ARTICLE XI - ASSIGNMENT OF POWERS

11.01. Declarant's Powers. Any and all rights and powers of Declarant herein contained may be delegated, transferred, or assigned.

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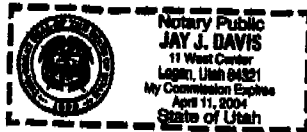
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 19 day of February, 2004.

CORBRIDGE DEVELOPMENT, LC a Utah limited liability company

By Don Corbridge, Manager  
Don Corbridge, Manager

STATE OF UTAH           )  
                                  :  
County of Cache        )

On the 19 day of February, 2004, personally appeared before me Don Corbridge, who, being by me duly sworn, did say that he is the Manager of CORBRIDGE DEVELOPMENT, LC, and that said instrument was signed in behalf of said Limited Liability Company by authority of its Articles of Organization and Operating Agreement, and the aforesaid individual acknowledged to me that said Company executed the same.



Jay J. Davis  
NOTARY PUBLIC

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Ent 854659, bk 1284 Pg 1113

**EXHIBIT "A"**

A part of Lot 2, Block 7, Plat "C", Logan City Survey, also part of the Southwest Quarter of Section 34, Township 12 North, Range 1 East of the Salt Lake Meridian, located in the City of Logan, County of Cache, State of Utah, being further described as follows:

Beginning at the Southwest corner of said Lot 2, Block 7, Plat "C" of the Logan City Survey, and running thence North  $01^{\circ}12'14''$  East 74.25 feet along the West line of said Block 7; thence South  $88^{\circ}40'05''$  East 165.16 feet; thence North  $01^{\circ}19'55''$  East 76.51 feet to the South right of way (R/W) line of Temple Avenue, said line also being the North line of said Lot 2; thence along said R/W South  $88^{\circ}39'42''$  East 28.88 feet; thence South  $01^{\circ}19'55''$  West 150.75 feet to the south line of said Block 7; thence along said block line North  $88^{\circ}40'05''$  West 193.88 feet to the point of beginning. Containing 0.38 acres, more or less.

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