

DECLARATION:

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NOW, THEREFORE, the undersigned Declarant declares that the Subdivision is held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between itself and the several owners and purchasers of Lots in the Subdivision and between themselves and their heirs, successors and assigns:

1. ORIGINAL DECLARATION. The Original Declaration is hereby amended, replaced and restated in its entirety by this Restated Declaration.

2. MUTUAL AND RECIPROCAL BENEFITS. All of the restrictions, conditions, covenants and agreements set forth herein shall be made for the direct, mutual and reciprocal benefit of each and every Lot created in the subdivision and shall be intended to create a mutual and equitable servitude upon each of said Lots in favor of each other Lot created on the aforesaid property and to create reciprocal rights and obligations between the respective owners of all of the Lots so created and to create a privity of contract and estate between the grantees of said Lots, their heirs, successors and assigns, and shall, as to the owner of each Lot in the Subdivision, their heirs, successors and assigns, operate as covenants running with the land for the benefit of all other Lots in the Subdivision.

3. PERSONS BOUND BY THESE RESTRICTIONS AND COVENANTS. All covenants and restrictions herein stated shall run with the land comprising the Subdivision, and all owners, purchasers or occupants thereof shall by acceptance of contracts or deeds be conclusively deemed to have consented and agreed with the present and future owners of said land and with his or their successors and assigns to conform to and observe the following covenants, restrictions and stipulations as to the use thereof and construction of residences and improvements thereon, for a period from the date hereof to January 1, 2025, at which time said covenants and restrictions shall be automatically extended for successive periods of 10 years, unless, by a vote of at least two-thirds (2/3) of the then owners of said Lots, it is agreed to amend or release said covenants in whole or in part by an appropriate agreement in writing specifying the restrictions or covenants to be amended or released, and by filing said agreement with the office of the Davis County Recorder.

4. LAND USE AND BUILDING TYPE.

a. No Lot shall be used except for residential and related purposes. No building shall be erected, altered, or permitted to remain on any Lot other than one detached single-family dwelling and a private garage for not more than two (2) vehicles. The Architectural Control Committee (as defined below) shall have power to further limit the number of stories and the height of structures for new construction on the Lots in its sole and exclusive discretion, as described herein.

b. Shown on the plat for the Subdivision are certain Common Areas (herein the "Common Areas"), which consist of Common Areas and Streets. Each and every Owner (as defined below) of each and every Lot in the Subdivision, and their occupants and invitees, are

hereby granted an easement and right to use the Common Areas for their designated purposes. The HOA, through its Board of Trustees, shall have the right from time to time to adopt, amend, and revise reasonable and appropriate rules and regulations for the use of the Common Areas. Each Owner shall comply with all of the rules and regulations governing use of the Common Areas. Upon filing of the Plat of the Subdivision, and the creation of the Corporation, as hereinafter defined, the Declarant shall deed the Common Areas to the Corporation, and title to the Common Areas shall be held at all times in the name of the Corporation for the benefit of the HOA and all of its Members. The term "Owner" (collectively, "Owners") shall mean any person or entity or combination thereof, including the Declarant, at any time owning a Lot within the Subdivision, as shown on the records of Davis County, Utah. The term "Owner" shall not refer to any mortgagee (unless such mortgagee has acquired title for other than security purposes) or to any person or entity purchasing a Lot under contract until such contract is fully performed and legal title conveyed.

5. HOME OWNERS ASSOCIATION.

a. Establishment of Home Owners Association. Declarant shall establish a Home Owners Association (the "HOA") to carry out the obligations so designated in this Restated Declaration. The HOA shall be created by filing, with the Utah Division of Corporations and Commercial Code, Articles of Incorporation for a nonprofit corporation known as "Clinton Towne Center Residential Subdivision Homeowners Association" ("Corporation").

b. Voting Membership. The HOA shall consist of one class of membership. All of the Owners of Lots in the Subdivision shall be "Members". When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

c. Architectural Control Committee. The management and maintenance of the Subdivision and the administration of the affairs of the HOA shall be conducted by an Architectural Control Committee, consisting of three (3) natural persons, who need not be Members of the HOA. The three members of the Architectural Control Committee shall be the same three persons who constitute the Board of Trustees of the Corporation, and shall be referred to herein as either the "Committee" or the "Board of Trustees." The Committee may act by any two (2) of its members and any authorization approval or power made by the Committee must be in writing signed by at least two (2) members. It is intended that Declarant shall control the Committee and may fill any vacancies therein for so long as the Declarant owns any lots in the Subdivision. For so long as Declarant owns any Lots in the Subdivision, Declarant shall also have the right, at any time, at its sole discretion, to permit one or more of the members of the Committee to be elected by the vote of a majority of the Lot owners. Any member of the Committee may resign from the Committee, at any time, upon at least thirty (30) days written notice to the other Committee members. When Declarant no longer owns any Lots in the Subdivision, or at such earlier time as the Declarant may, in its discretion determine, the members of the Committee may be removed, replaced or elected by the majority vote of Lot owners, at any meeting of the owners at which owners of at least 51% of the Lots in the

Subdivision are present. However, nothing herein shall preclude the Declarant from relinquishing control over the Committee at an earlier date, at the Declarant's sole discretion. The number of members of the Committee may be changed by amendment of the Bylaws of the HOA. At the first annual meeting, three (3) Committee Members shall be elected for a term of one (1) year as provided in the Bylaws.

The rights, duties and functions of the Committee may be exercised by Declarant until the date the Articles of the Incorporation of the HOA are filed with the Utah Division of Corporations and Commercial Code, after which the initial Committee named in paragraph 6 below shall serve until the date of the first meeting of the HOA. The Committee shall have all the powers, duties and responsibilities as are now or may hereafter be provided by this Restated Declaration, the Articles and Bylaws, including, but not limited to, the following:

i. To make and enforce all rules and regulations covering the operation and maintenance of the Subdivision and the Common Areas.

ii. To maintain the Common Areas of the Subdivision.

iii. To pass upon, approve or reject any plans or specifications for improvements to be made on Lots in the Subdivision, and to enforce the covenants and restrictions set forth herein, so that all structures shall conform to the restrictions and general plans of the Declarant, the HOA, and of the Committee, for the improvement and development of the whole Subdivision.

iv. To enter into contracts, deeds, leases and/or other written instructions or documents and to authorize the execution and delivery thereof by the appropriate officers.

v. To assess and collect fees from its Members to cover the costs of the maintenance of the Common Areas of the Subdivision and administration of the HOA.

vi. To open bank accounts on behalf of the HOA and to designate the signatures therefor.

vii. To bring, prosecute and settle litigation for itself, the HOA and the Subdivision.

viii. To own, purchase or lease, hold and sell or otherwise dispose of, on behalf of the Members, items of personal property necessary or convenient to the management of the business and affairs of the HOA or for the operation of the Subdivision, including, without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

ix. To keep adequate books and records.

x. To do all other acts necessary for the operation and maintenance of

the Subdivision and the performance of its duties as agent for the HOA, including the maintenance and repair of any portion of the Subdivision if necessary to protect or preserve the Subdivision.

d. Liability. Members of the Committee, the officers and any assistant officers, agents and employees of the HOA shall not be liable to the Members as a result of their activities as such for any mistake of judgment, negligent or otherwise, except for their own willful misconduct or bad faith; shall have no personal liability in contract to a Member, or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the HOA in their capacity as such; shall have no personal liability in tort to any Member, or any person or entity, direct or imputed, by virtue of acts performed by them in their capacity as such, except for their own willful misconduct or bad faith, nor for acts performed for them in their capacity as such; and shall have no personal liability arising out of the use, misuse or condition of the Subdivision, which might in any way be assessed against or imputed to them as a result of or by virtue of their capacity as such.

e. Indemnity. The Members shall indemnify and hold harmless any person, his heirs and personal representatives, from and against all personal liability and all expenses, including attorneys' fees, incurred, imposed or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, instituted by any one or more Members, or any other persons or entities, to which he shall be, or shall be threatened to be, made a party by reason of the fact that he is or was a member of the Committee or an officer or assistant officer, agent or employee of the HOA, other than to the extent, if any, that such liability or expense shall be attributable to his willful misconduct or bad faith, provided that in the case of any settlement, the Committee shall have approved the settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law, by agreement, by vote of the Committee or otherwise. The indemnification as contained herein shall be paid by the Committee on behalf of the Members and shall be assessed and collectible from the Members, including, Declarant, on a pro rata basis in accordance with the number of votes of each Member or of Declarant.

f. Fidelity Bond. The Committee may obtain appropriate fidelity bond coverage for any person or entity handling funds of the HOA.

g. Liability Insurance. The HOA shall at all times purchase, maintain in force, and pay the premiums for, if reasonably available, public liability insurance on the Common Areas with adequate limits of liability for bodily injury and property damage, consistent with that of similarly situated property in the county.

h. Owner's Own Insurance. EACH OWNER OWNING A LOT IN THE SUBDIVISION IS NOTIFIED HEREBY THAT THE HOA SHALL NOT BE OBTAINING FIRE AND CASUALTY AND SIMILAR INSURANCE ON ANY PORTION OF THE LOT, AND THAT IT IS THE RESPONSIBILITY OF EACH OWNER TO ACQUIRE SUCH INSURANCE FOR HIS LOT. It shall be the duty and responsibility of each Owner to obtain

insurance at his own expense providing insurance coverage for fire, casualty and other similar risks upon his Lot and his personal property, and for personal liability, and covering such other risks (such as flood) as each Owner may deem appropriate.

6. ASSESSMENTS.

a. Personal Obligations and Lien. The Owner of each Lot shall, by acquiring or in any way becoming vested with his/her interest in a Lot, be deemed to covenant and agree to pay to the HOA the annual and any special assessments described in this Article together with the hereinafter provided for interest and costs of collection. All such amounts shall be, constitute and remain (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of the persons who own such Lot at the time the assessment falls due. No Owner may exempt himself or his Lot from liability for payment of assessments by waiver of his rights concerning the Common Areas or by transfer or abandonment of his Lot.

b. Purpose of Assessments. Assessments levied by the HOA shall be used exclusively for promoting the recreation, health, safety and welfare of residents of the Subdivision. The use made by the HOA of funds obtained from assessments may include payment of the cost of: taxes and insurance on the Common Areas; maintenance, repair and improvement of the Common Areas, management and supervision of the Common Areas; establishment and funding of a reserve to cover major repairs of the improvements within the Common Areas; and any expense necessary or desirable to enable the HOA to perform or fulfill its obligations, functions or purposes under this Restated Declaration or its Articles of Incorporation. It is the intent of the HOA that any recreational facilities and other improvements in the Common Areas be maintained, cared for and replaced, if necessary, in a manner comparable to their original quality and condition, and that the assessments levied by the HOA shall be adequate to provide sufficient reserves for the same.

c. Annual Assessment. Each Lot shall be subject to an annual assessment, due on the first day of September each year, with the first such assessment due on September 1, 1999. The amount of the annual assessment shall be as determined by the Board of Trustees, based upon a proposed annual budget submitted by the Board of Trustees to the Members by August 1st of each year. The annual assessment amount per Lot may be increased by the HOA so long as the increase is recommended by the Board of Trustees and assented to by a majority of the votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for such purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date. The Board of Trustees may from time to time and in its discretion change the date upon which the annual assessment will be due and determine whether monthly, quarterly or other than annual payments are required of the Members.

d. Special Assessments. From and after the date of this Restated Declaration, the HOA may levy special assessments for the purpose of defraying, in whole or in part: (i) any expense or expenses not reasonably capable of being fully paid with funds generated by monthly assessments; or (ii) the cost of any construction, reconstruction, or unexpectedly required repair

or replacement of any improvement or of personal property upon the Common Areas. No special assessments shall be levied to cover or subsidize the initial construction cost of any recreational improvements. Any such special assessment must be recommended by the Board of Trustees and assented to by a majority of the votes which Members present in person or represented by proxy are entitled to cast at a meeting duly called for the purpose. Written notice setting forth the purpose of the meeting shall be sent to all Members at least ten (10) but not more than thirty (30) days prior to the meeting date.

e. Quorum Requirements. The quorum required for any action authorized herein shall be as follows: At the first meeting called the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of Members shall constitute a quorum. If a quorum is not present at the first meeting or any subsequent meeting, another meeting may be called (subject to the notice requirements set forth herein at which a quorum shall be one-half (1/2) of the quorum which was required at the immediately preceding meeting. No such subsequent meeting shall be held more than forty-five (45) days following the immediately preceding meeting.

f. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Lots regardless of size of Lots, the number or age of people who reside on each Lot, the use made by the Owners of the Common Areas, or the date of any construction of a residence or other improvement thereon. The assessments relating to each Lot shall be the same regardless of when the residence is constructed on said Lot.

g. Certificate Regarding Payment. Upon the request of any Member or prospective purchaser or encumbrancer of a Lot, the HOA shall issue a certificate stating whether or not all assessments respecting such Lot are current and, if not, the amount of the delinquency. Such certificate shall be conclusive in favor of all persons who in good faith rely thereon.

h. Effect of Nonpayment - Remedies. Any assessment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain: (i) a charge and continuing lien upon the Lot with respect to which such assessment is made; and (ii) the personal obligation of the person who is the Owner of such Lot at the time the assessment falls due. Such personal liability shall not pass to the Owner's successors in title unless expressly assumed by them. If the assessment is not paid within fifteen (15) days after the date on which it becomes delinquent, a late fee of five percent (5%) of the amount owing shall be charged and the amount thereof shall also bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum until paid, and the HOA, in its discretion, may bring an action either against the Member who is personally liable or to foreclose the lien against the Lot. Any foreclosure or judgment obtained by the HOA shall include reasonable attorneys' fees, court costs, and every other expense incurred by the HOA in enforcing its rights. For so long as any assessments for a Lot in the Subdivision are delinquent, the Members owning and any occupants residing on such Lot shall not be entitled to the use of the Common Areas in the Subdivision.

i. Notice of Lien. No action shall be brought to enforce any assessment lien herein, unless at least 30 days has expired following the date a Notice of Lien is recorded against the Lot and a copy thereof is mailed, certified mail, postage prepaid, addressed to the defaulting Member. Said Notice of Lien must recite a good and sufficient legal description of the Lot owned by the defaulting Member, the record Owner or the reputed Owner, and the amount claimed (which may at the HOA's option include reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien). Such Notice of Lien shall be signed by an officer or director of the HOA. To the extent permitted by law, the Notice of Lien shall have priority over any homestead declaration, which may be recorded after the Notice of Lien.

j. Foreclosure of Liens. Any sale provided for above may be conducted by the Board of Trustees, its attorneys or other persons authorized by the Board in accordance with the provisions of Utah Code Annotated, 1953, as amended, applicable to the exercise of powers of sale in deeds of trust, or for the foreclosure of mortgages, as determined by the Board of Trustees.

k. Release of Liens. Upon the timely curing of any default for which a Notice of Lien was filed by the HOA, the officers thereof or the Board of Trustees shall record an appropriate release of lien, upon payment by the defaulting Member of a fee to be determined by the HOA to cover the cost of preparing and recording such release.

l. Registration of Mailing Address. Each Owner shall register from time to time with the HOA his current mailing address. All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at his registered mailing address, or, if no address has been registered, to the Lot of such Owner. All notice or demands intended to be served upon the HOA may be sent by first class U.S. registered or certified mail, postage prepaid, addressed to the Association at the address of its offices as may be furnished to the Owners in writing from time to time. Any notice or demand referred to in this Restated Declaration shall be deemed given three days after deposited in the U.S. mail, postage prepaid, and in the form provided for in this Section. The Owner of a Lot shall provide written notice to the HOA regarding any change in the ownership of the Lot within 15 days of such change in ownership. The notice shall state the name and address of the new owner or owners of the Lot.

7. ARCHITECTURAL CONTROL COMMITTEE MEMBERS. The initial members of the Committee shall be as follows:

Jennelle English	Russ Berry	Dave Kurian
1225 E Fort Union Blvd	1225 E Fort Union Blvd	1225 E Fort Union Blvd
Suite 215	Suite 215	Suite 215
Midvale, Utah 84047	Midvale, Utah 84047	Midvale, Utah 84047

8. ARCHITECTURAL AND STRUCTURAL CONTROL.

a. Approval Required. For the purpose of further insuring the development of the Subdivision as a residential area of high standards, the Owner or occupant of each Lot, by

acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall/fence in excess of six (6) feet, or other structure shall be placed upon said Lot unless and until the plans and specifications and Lot plan have been approved in writing by the Architectural Control Committee. Each such building, wall, fence, or other structure shall be placed on the Lot only in accordance with the plans and specifications and Lot plan so approved in writing by the Committee. No material alteration of the exterior appearance of any home or other structural improvement in the Subdivision shall be made without the Committee's written approval.

b. Plans and Specifications. In connection with said approval, complete plans and specifications of all proposed buildings, structures (including all concrete and masonry walls), and exterior alterations, together with detailed plans showing the proposed location of the same on the particular Lot, shall be submitted to the Committee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Committee. All plans and specifications for such approval must be submitted at least fourteen (14) business days before the proposed construction starting date.

c. Approval or Denial. As to all improvements, construction and alterations within the Subdivision, the Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations, which is not suitable or desirable in the Committee's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Committee shall have the right to take into consideration the suitability of the proposed improvement, the material of which it is to be built and the exterior color scheme of the proposed improvement, the harmony thereof with the surroundings, the effect or impairment that such improvements will have on the view of surrounding building sites, and any and all facts which, in the Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations. The approval of the Committee of any plans or specifications submitted for approval as herein required 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 specifications, if or when the same features or elements are embodied in the plans and specifications of any other improvements submitted for Committee approval.

9. ARCHITECTURAL PROCEDURE. The Committee's approval or disapproval shall be in writing. All decisions of the Committee shall be final, and neither the Declarant, the Committee nor their designated representatives shall be subject to any liability therefore. Any errors or omissions in the design of any building or landscaping, and any violations of city or county ordinances are the sole responsibility of the Owner and/or their designer or architect. The Committee's review of plans shall in no way be construed as an independent review of the structural or mechanical adequacy of the proposed improvements, or with architectural soundness thereof, and neither the Declarant or the Committee shall have responsibility for a determination of such adequacy or soundness.

10. MOVING OF STRUCTURES. No structure of any kind shall be moved from any other place to the Subdivision without the prior written approval of the Committee.

11. COMPLIANCE WITH ZONING ORDINANCES OF CLINTON CITY. All improvements in the Subdivision shall be placed and used upon the Lots in accordance with the provisions of the applicable Clinton City zoning ordinance, unless otherwise modified or restricted by the covenants herein.

12. TEMPORARY STRUCTURES. No trailer, tent, shack or other out-building shall be placed upon or used at any time within the Subdivision as a temporary or permanent residence.

13. NUISANCES AND RELATED MATTERS.

a. Nuisances. Noxious or offensive activity shall not be carried on upon any Lot, nor shall anything be done thereon which may be an annoyance or nuisance to the neighborhood or the Owners or occupants of any other Lots in the Subdivision.

b. Pets. No barn, coop, shed, sty or building of any type shall be constructed for the purpose of housing pigs, cows, sheep, goats, horses, poultry, or livestock, and none of the foregoing shall be kept, maintained or permitted at any place within the limits of the Subdivision. A reasonable number of household pets will be permitted in accordance with Clinton City ordinances, so long as such pets do not constitute a nuisance for other residents of the Subdivision and comply with any leash laws in effect.

c. Storage. No campers, boats, boat-trailers, house-trailers, automobiles, trucks, motorhomes, horse or other trailers shall be stored in excess of two (2) days in driveways and shall never be stored on streets or other areas in open view within the Subdivision. Any of the above vehicles or any part thereof, not in actual use shall be stored or placed in a garage, behind a fence, or other walled-off or enclosed space. No commercial vehicle exceeding three quarters (3/4) of a ton shall be kept or stored upon any Lot unless such vehicle is kept or stored in an enclosed garage when not in use. No commercial vehicle owned or in the possession or under the control of any resident or occupant in the Subdivision shall be parked overnight in any street within the Subdivision. "Commercial vehicle" for this purpose shall include, but not be limited to, any truck, pickup, van, bus, tractor, station wagon, taxi, automobile, or other vehicle used primarily for business or other commercial purposes as distinguished from vehicles used primarily for the transportation of persons other than for hire or other than for business or other commercial purpose.

d. Signs. Except for signs displayed by Declarant during the construction and Lot sales period, no signs, other than name plates, shall be displayed to the public view on any Lot except one sign not exceeding four square feet advertising the sale or lease of a Lot.

e. Drilling and Mining. There shall be no oil drilling, mining, quarrying or related operations of any kind permitted upon any Lot.

f. Rubbish. No rubbish shall be stored or allowed to accumulate anywhere in the Subdivision, except in sanitary containers. Rubbish shall include, but not be limited to bushes or weeds, household wastes, and automobiles, campers, trailers, boats, or parts thereof,

which have been in a state of disrepair or unassembled for a period exceeding eight (8) days. Trash, garbage or other wastes shall be kept in sanitary containers, maintained in a clean and sanitary condition, and stored in garages screened by adequate planting or fencing so as to be concealed from view of neighboring Lots and streets.

g. Transmitting and Receiving Equipment. No external radio, citizen's band, ham radio or any similar transmitting and/or receiving antennas or equipment shall be placed upon any structure or Lot; provided, however, television and radio antennas or other electronic reception devices may be erected so long as they shall be completely erected, constructed and placed within the enclosed area of the dwelling or garage on the Lot. Exceptions must first be approved in writing by the Architectural Control Committee. Any installation of a satellite reception dish on any Lot shall be located so that it is obscured from view of the street and neighbors by fencing, plants or tasteful construction to obscure the dish.

14. EASEMENTS. Easements and rights of way are hereby reserved to the Declarant, its successors and assigns, in and over the real property subject to this Restated Declaration and any other real property located near or contiguous to the Subdivision and owned or controlled by Declarant, for the erection, construction, maintenance and operation therein or thereon of drainage pipes or conduits and pipes, conduits, poles, wires and other means of conveying to and from Lots in said tract, gas, electricity, power, water, telephone services, sewage and other things for convenience to the Owners, including but not limited to, those shown on the Subdivision plat. No structures of any kind shall be erected over any of such easements except upon prior written permission of the Declarant, its successors or assigns. All purchasers of Lots shall, by acceptance of contracts or deeds for every Lot, thereby be conclusively deemed to have granted an easement to the Declarant to permit the Declarant to take any and all actions necessary to develop the Subdivision and any other real property located near or contiguous to the Subdivision owned or controlled by Declarant, and to improve, market and sell all Lots owned by the Declarant therein.

15. SET BACKS. No dwelling house or other structure shall be constructed or situated on any of said Lots created except in conformity with the "set back" lines as established in each instance by the Committee or by law, and in conformity with any additional "set back" lines which may be fixed by the Declarant, its successors and assigns, on the recorded Subdivision plat, contracts or deeds to any or all of the Lots created on said property. Technical terms such as "set back" and all other such terms as used in this Restated Declaration shall be defined, where possible, and shall have the meaning assigned by the Clinton City zoning ordinances or the Uniform Building Code, as applicable.

16. MANNER OF VOTING. In any matters where the Members are given the right to vote herein, each Owner of record shall be entitled to one vote for each Lot owned by him, provided, however, where there is more than one record owner of a Lot, all of such owners must act unanimously in order to cast a vote for that Lot.

17. ADDITIONAL COVENANTS.

E 1541051 B 2548 P 985

a. Installation and Maintenance of Landscaping. The Declarant shall plant the front yards of all Lots. The homeowner shall thereafter maintain said landscaping, including but not limited to irrigation, fertilizing, lawn mowing, weed extraction, and leaf and snow removal. Each Owner shall install and maintain their back and side yards, including all hedges, plants, shrubbery, trees, and lawns therein, in a neat and trim condition at all times. The initial planting by the individual Owner must be performed within six (6) months following the closing of the purchase of the Lot, unless seasonal conditions preclude such planting, in which case the planting will be performed as soon as possible, but in no case later than September 1 of the first summer of ownership.

b. Maintenance of Landscaping and Common Areas. Except as otherwise specifically set forth herein, the HOA shall maintain and repair all Common Areas within the Subdivision, including private roads, curb and gutter, sidewalks, street lamps and open spaces. Neither plants nor shrubs, other than those planted by the Declarant or the HOA shall be placed within any Common Areas nor shall any fence or structure be constructed within any Common Areas unless approved by the Committee.

c. Fences and Walls. Six (6) foot, vinyl, rear- and side-yard fencing for each Lot shall be installed by the Declarant in accordance with the restrictions and regulations promulgated by the Committee and the Clinton City Planning Commission. No fence or wall shall be erected, placed or altered on the front yard of any Lot unless prior written approval is given by the. All walls and fences must be maintained by the Owner after closing.

d. Change in Grade. The surface grade or elevation of the various Lots in the Subdivision shall not be substantially altered or changed in any manner which would affect the relationship of such Lot to other Lots in the Subdivision, or which would result in materially obstructing the view from any other Lot in the Subdivision.

e. Utilities. All electric, television, cable television, telephone and other utility line installments and connections from the property line of any Lot to the residence or structures thereon shall be placed underground.

18. BREACH OF VIOLATION OF COVENANTS. In the event of a violation or breach or attempted violation or breach of any of these covenants, restrictions, limitations, conditions, or agreements by any person or concern claiming by, through or under Declarant, or by virtue of any judicial proceedings, Declarant or the Owner of any Lot in the Subdivision, or any of them, jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent such violation or breach and to recover damages which may have occurred as a result of such breach.

19. RECOVERY. In the event of the Declarant, the HOA, the Committee or any property Owner in this Subdivision are successful in prosecuting any violation of these restrictive covenants, he may recover, in addition to any other damages, costs, and expenses of the litigation, reasonable attorney's fees from the party found to be in violation thereof.

20. EFFECT OF WAIVER OR BREACH OR FAILURE TO ENFORCE. Each and all of the covenants, conditions, restrictions and agreements contained herein shall be deemed and construed to be continuing, and running with the land of the Subdivision, including each of the lots, and the extinguishment of any right of re-entry or reversion for any breach shall not impair or affect any of the covenants, conditions, restrictions or agreements, so far as any future or other breach is concerned. It is understood and agreed by and between the parties hereto that no waiver of a breach of any of the covenants, conditions, restrictions, and agreements herein contained shall be construed to be a waiver of any other breach of the same, or other covenants, conditions, restrictions, and agreements; nor shall failure to enforce any one of such restrictions, either by forfeiture or otherwise, be construed as a waiver of any other restriction or condition.

21. SEVERABILITY. Invalidation of any one or any portion of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

22. EXPANSION OF PROJECT. Declarant owns or has an option to purchase certain additional land, which is more specifically described in Exhibit A, attached hereto and incorporated by this reference ("Additional Land"). The Declarant may subdivide all or part of the Additional Land and may then add it to this Restated Declaration. Notwithstanding any other provision of this Restated Declaration to the contrary, any of the Additional Land may be subjected to this Restated Declaration and may become part thereof at the sole discretion of Declarant without seeking consent or permission of any Owners of any of the Lots or any mortgagees of the Lots within the Subdivision. Any of the Additional Land may be subjected to this Restated Declaration and shall become a part thereof by the Declarant recording a plat map describing such Additional Land and the Lots created on it and by Declarant recording a supplemental declaration stating that such Additional Land has been added thereto and is subject to the terms and conditions of this Restated Declaration. The Additional Land will be added, if at all, within eight (8) years from the date this Restated Declaration is recorded in the office of the Recorder of Davis County, Utah. Although Declarant reserves the right to add some or all of the Additional Land, Declarant has no obligation to do so. Declarant may exercise its right to expand with one or more phases. The addition of some of the Additional Land shall not obligate the Declarant to add the balance of the Additional Land. Owners of the Lots in any subsequent phases of the Project shall automatically become members of the HOA to the same extent as the Owner in the original portion of the Subdivision become members of the HOA.

23. DECLARANT'S SALES PROGRAM. Notwithstanding anything in this Restated Declaration to the contrary, until Declarant has sold all of the Lots owned by it in the Subdivision or the expiration of a reasonable sales period following eight (8) years after the date on which this Restated Declaration is filed for record in the office of the Recorder of Davis County, Utah, whichever first occurs (hereinafter referred to as the "Occurrence"), neither the Owners of Lots or the HOA shall interfere with the completion of improvements and the sale of all remaining Lots, and Declarant shall have the following rights in furtherance of any sales, promotions or other activities, designed to accomplish or facilitate the sale of all Lots owned by Declarant:

a. Sales Office and Model Lots. Declarant shall have the right to maintain one (1) or more sales offices and one (1) or more model Lots and homes at any one time. Such offices and or models may be one or more of the Lots owned by it, or one or more of any separate structures or facilities placed in the Subdivision for the purpose of aiding Declarant's sales effort, or any combination of the foregoing;

b. Advertising. Declarant shall have the right to maintain a reasonable number of promotional, advertising and/or directional signs, banners or similar devices at any place or places in the Subdivision;

c. Common Area Use. Declarant shall have the right to use the Common Areas of the Subdivision to facilitate sales; and

d. Relocation and Removal. Declarant shall have the right from time to time to locate or relocate any of its sales offices, models, or signs, banners or similar devices. Within a reasonable period of time after the happening of the Occurrence, Declarant shall have the right to remove any signs, banners or similar devices and any separate structure or facility which was placed in the Subdivision for the purpose of aiding Declarant's sales effort.

24. ASSIGNABILITY. Declarant may assign its rights and obligations under this Restated Declaration.

25. LIMITATION OF LIABILITY. Neither Declarant or any member of the Committee nor any agent or employee of Declarant shall be liable to any party for any action or for failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

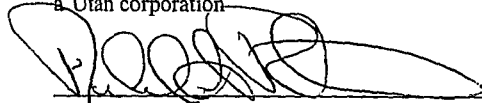
26. AMENDMENT. Except as provided below, or elsewhere in this Restated Declaration, this Restated Declaration may be amended upon the approval of Owners holding at least sixty-seven percent (67%) of the total votes of the HOA. In addition, prior written approval must be obtained from Declarant if Declarant owns any Lot in the Subdivision. Any amendments approved by the Owners shall be accomplished at a meeting of the Owners duly held in accordance with the provisions of the Articles, Bylaws, and this Restated Declaration, which properly approved amendments shall be evidenced by instruments which are duly recorded in the office of the County Recorder for Davis County, State of Utah. Notwithstanding anything to the contrary contained in this Restated Declaration, until all Lots in the Subdivision owned by Declarant have been sold, Declarant shall have, and is hereby vested with, the right to unilaterally, without the consent of any Owner, amend this Restated Declaration or the Plat, so long as the amendment is consistent with law and does not attempt to divest any material and substantial property rights of any Owner.

IN WITNESS WHEREOF, the Declarant and KBOne have executed this Restated Declaration on the dates below written.

DECLARANT:

KAUFMAN AND BROAD OF UTAH, INC.,
a Utah corporation

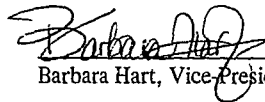
Date: 8/10/99


Richard A. Petersen, President

KBOne:

KBOne, Inc.,
a Virginia corporation

Date: 8/11/99


Barbara Hart, Vice President

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

The foregoing instrument was acknowledged before me this 10th day of August, 1999, by Richard A. Petersen, President, Kaufman and Broad of Utah, Inc., a California corporation.

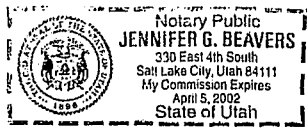
Olivia E. Beavers

NOTARY PUBLIC

Residing at: *Salt Lake*

My Commission Expires:

4/5/02



STATE OF VIRGINIA)
 : ss.
COUNTY OF HENRICO)

The foregoing instrument was acknowledged before me this 11th day of August, 1999, by Barbara Hart, Vice-President, KBOne, Inc., a Virginia corporation.

Karen M Counts

NOTARY PUBLIC

Residing at: *Richmond, VA*

My Commission Expires:

8/31/2000

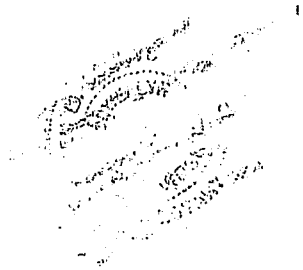


EXHIBIT A
TO
RESTATED DECLARATION

E 1541051 B 2548 P 990

(Description of Additional Land)

BEGINNING AT A POINT ON THE NORTHEAST CORNER OF CLINTON TOWNE CENTER SUBDIVISION PHASE 1, SAID POINT BEING NORTH 00°07'29" EAST ALONG THE SECTION LINE 1234.80 FEET AND NORTH 89°59'29" WEST 967.15 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°59'29" EAST 594.42 FEET; THENCE SOUTH 00°06'40" WEST 273.99 FEET; THENCE SOUTH 89°59'25" EAST 339.55 FEET TO A POINT ON THE WEST RIGHT OF WAY OF 2000 WEST STREET (STATE ROUTE 108); THENCE ALONG SAID RIGHT OF WAY SOUTH 00°07'29" WEST 35.10 FEET; THENCE NORTH 89°59'25" WEST 377.84 FEET; THENCE NORTH 88°44'17" WEST 94.54 FEET; THENCE WEST 634.00 FEET TO A POINT ON THE EAST PROPERTY LINE OF CLINTON TOWNE CENTER SUBDIVISION PHASE 1; THENCE NORTH 29°32'55" WEST ALONG SAID SUBDIVISION 10.14 FEET; THENCE NORTH ALONG SAID SUBDIVISION 128.70 FEET TO A POINT ON A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS SOUTH 368.00 FEET; THENCE ALONG SAID SUBDIVISION AND ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 87°09'51" EAST 36.415 FEET) THROUGH A CENTRAL ANGLE OF 5°40'15" 36.43 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS NORTH 05°40'19" EAST 400.00 FEET; THENCE ALONG SAID SUBDIVISION AND ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 88°54'18" EAST 94.266 FEET) THROUGH A CENTRAL ANGLE OF 13°32'03" 94.49 FEET TO A REVERSE CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS SOUTH 07°51'44" EAST 400.00 FEET; THENCE ALONG SAID SUBDIVISION AND THE ARC OF SAID CURVE (CHORD BEARS NORTH 85°32'37" EAST 47.525 FEET) THROUGH A CENTRAL ANGLE OF 06°48'41" 47.55 FEET; THENCE NORTH ALONG SAID SUBDIVISION 165.88 FEET TO THE POINT OF BEGINNING. CONTAINS 218,235.6 SQUARE FEET OR 5.01 ACRES.

EXHIBIT B
TO
RESTATED DECLARATION

BOUNDARY DESCRIPTION

BEGINNING AT A POINT NORTH 00°07'29" EAST ALONG THE SECTION LINE 1243.80 FEET AND NORTH 89°59'29" WEST 967.15 FEET FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 28, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 165.88 FEET TO A POINT ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS SOUTH 01°03'03" EAST 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 85°32'38" WEST 47.52 FEET) AND THROUGH A CENTRAL ANGLE OF 6°48'41", 47.55 FEET TO A POINT OF A REVERSE CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS NORTH 07°51'44" WEST 400.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 88°54'17" WEST 94.27 FEET) AND THROUGH A CENTRAL ANGLE OF 13°32'03", 94.49 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS SOUTH 05°40'19" WEST 368.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 87°09'48" WEST 36.41 FEET) AND THROUGH A CENTRAL ANGLE OF 05°40'19", 36.43 FEET TO A POINT OF TANGENCY; THENCE SOUTH 128.70 FEET; THENCE SOUTH 29°32'55" EAST 10.14; THENCE SOUTH 362.48 FEET; THENCE SOUTH 71°19'53" WEST 64.93 FEET; THENCE SOUTH 46°07'50" EAST 43.71 FEET TO A POINT OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS SOUTH 43°52'10" WEST 150.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 23°03'55" EAST 117.53 FEET) AND THROUGH A CENTRAL ANGLE OF 46°07'50", 120.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 145.03 FEET TO A POINT OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS WEST 149.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 18°00'36" WEST 92.45 FEET) AND THROUGH A CENTRAL ANGLE OF 36°01'13", 93.99 FEET TO A POINT OF A REVERSE CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS SOUTH 53°58'47" EAST 90.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 18°00'37" WEST 55.65 FEET) AND THROUGH A CENTRAL ANGLE OF 36°01'13", 56.58 FEET TO A POINT OF TANGENCY; THENCE SOUTH 94.87 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 1800 NORTH STREET (S.R. 37); THENCE NORTH 89°59'06" WEST ALONG SAID NORTH LINE, 50.00 FEET; THENCE NORTH 94.86 FEET TO A POINT OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH IS EAST 140.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 18°00'37" EAST 86.57 FEET) AND THROUGH A CENTRAL ANGLE OF 36°01'13", 88.01 FEET TO A POINT OF A REVERSE TO THE LEFT, THE RADIUS POINT OF WHICH IS NORTH 53°58'47" WEST 99.50 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 18°00'36" EAST 61.53 FEET) AND THROUGH A CENTRAL ANGLE OF 36°01'13", 62.55 FEET TO A POINT OF TANGENCY; THENCE NORTH 156.38 FEET TO A POINT OF A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS WEST 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 11°17'08" WEST 39.14 FEET) AND THROUGH A CENTRAL ANGLE OF 22°34'17", 39.39 FEET TO A POINT OF NON-TANGENCY; THENCE WEST 151.92 FEET; THENCE NORTH 00°04'22" EAST 779.10; THENCE SOUTH 89°59'29" EAST 365.54 FEET TO THE POINT OF BEGINNING. CONTAINS 4.56 ACRES.