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3 Clinton Pines #1

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4.5 Clinton Pines #1 Bond

14-303-0003 RETURNED
14-348-0004 APR 15 2003
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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 APR 15 10:50 AM FEE 41.00 DEP MEC
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CLINTON PINES SUBDIVISION PHASE I COMMERCIAL SUBDIVISION

A COMMERCIAL SUBDIVISION
IN
DAVIS COUNTY, UTAH

LANDSTAR DEVELOPMENT, L.L.C.

AS DEVELOPER

WHEN RECORDED RETURN TO:
James R. Blakesley
Attorney at Law
2595 East 3300 South
Salt Lake City, Utah 84109

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**DECLARATION OF PROTECTIVE COVENANTS
FOR
CLINTON PINES SUBDIVISION PHASE I COMMERCIAL SUBDIVISION**

This DECLARATION OF PROTECTIVE COVENANTS for CLINTON PINES SUBDIVISION PHASE I COMMERCIAL SUBDIVISION, (the "Declaration") is executed by LANDSTAR DEVELOPMENT, L.L.C., a Utah limited liability company, of 1544 North Park Drive, Suite 300, Layton, Utah 84041 (the "Developer"), with reference to the following:

RECITALS

A. Developer is the owner of certain real property located in Davis County, Utah described more particularly on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Developer has subdivided the Property into a Commercial Subdivision.

C. The Property is an area of unique natural beauty, featuring distinctive terrain.

D. Developer desires to provide a general plan for the development of all of the Property and for the establishment of covenants, conditions and restrictions to enhance and protect the value and attractiveness of this uniquely attractive Commercial Property, all in accordance with the provisions of this Declaration.

E. By subjecting the Property to this Declaration, it is the desire, intent and purpose of Declarant to create a commercial subdivision in which the utility and beauty shall be substantially preserved, which will enhance the desirability of operating a business on that real estate subject to this Declaration, and which will increase and preserve the attractiveness, usefulness, quality and value of the lands and improvements therein.

F. All of such construction has been, or is to be, performed in accordance with the plans contained in the Record of Survey Map to be recorded concurrently herewith.

G. Declarant intends to sell to various purchasers the fee title to the individual Lots contained in the subdivision.

H. The Declarant desires, by filing this Declaration of Protective Covenants, to submit CLINTON PINES SUBDIVISION PHASE I and all improvements now or hereafter constructed thereon to the terms, covenants, conditions and restrictions set forth below, which shall constitute equitable servitudes and shall run with the land.

COVENANTS, CONDITIONS AND RESTRICTIONS

NOW, THEREFORE, for the reasons recited above, the Developer hereby covenants, agrees and declares that the Property shall be subject to the following covenants, conditions and restrictions:

1. Definitions. The following definitions shall apply to this Declaration:
 - a. "Builder" shall mean an Owner, developer or contractor who obtains a construction or occupancy permit for one or more Lots.
 - b. "Building" shall mean an edifice or structure designed to stand more or less permanently.
 - c. "Commerce" shall mean the exchange of goods, productions or property of any kind.
 - d. "Commercial" shall mean relating to or connected with trade and traffic or commerce in general, as that term has been defined by Davis County and/or Clinton City Municipal Corporation.
 - e. "Commercial Unit" shall mean a separate physical part of the Property intended for any type of independent Commercial use, including one or more floors or part or parts of floors in a Building.
 - f. "End of Period of Developer's Control" shall mean the time when the Developer has sold all of its interest in the Property or elects to terminate or waive its right to control the Subdivision, whichever first occurs.
 - g. "Lot" or "Lots" shall mean the subdivided and recorded lot or lots within Property and where the context so requires any Building or Commercial Unit constructed thereon.
 - h. "Lot Number" shall mean the number and/or letter used to identify a particular Lot or Lots.
 - i. "Owner" or "Owners" shall mean the record owner or owners, whether one or more persons or entities, of a fee simple title to any Lot, excluding those having such interest merely as security for the performance of an obligation.
 - j. "Project" shall mean the Subdivision.
 - k. "Project Documents" shall mean this Declaration.

l. "Property" shall mean all of real property and real property interest comprising the Subdivision.

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m. "Subdivision" shall mean the CLINTON PINES SUBDIVISION PHASE I COMMERCIAL SUBDIVISION.

2. Area of Application. This Declaration shall apply to all of the Property.

3. Right to Expand Application. The Developer shall have the right to expand the application of this Declaration to other property by written amendment to this Declaration duly recorded, and without additional Lot Owner approval required.

4. Reciprocal Easement and Right-of-Way. It is the intent of Declarant that the Owners of Lots 1, 2 and 3 have and they are hereby granted reciprocal or cross easements for pedestrian and vehicular traffic to and from their Lots and the Property, and they shall have the irrevocable and perpetual right, at their own risk, to cross Lots 1, 2 and 3 by the curb cuts, traffic lanes and roads shown on the Record of Survey Map and/or as now established or to be established on the Property and at such other points as may be agreed upon by the parties, their heirs, successors or assigns, for the purpose of having access to said Lots and the Property.

5. Easements. Easements and rights of way for the installation and maintenance of the entrance, frontage, signage, public utilities, storm drain system and detention basin are reserved, as set forth herein and in the legal descriptions of the Property. Within these easements and rights of way, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in, on or about the easements and rights of way, or which may obstruct or retard the flow of water through the drainage channels in the easements and rights of way. The easement and right of way area of each Lot and all improvements within said area shall be maintained continuously by their Owners, excepting those improvements for which a public authority or utility company is expressly responsible.

6. Encroachments and Rights-of-Way. If any portion of a Lot, Building, Commercial Unit, physical improvements constructed upon a Lot, and/or any curb cuts, traffic lanes, ways or roads accessing a Lot, Building or Commercial Unit, encroaches or comes to encroach upon another Lot or Commercial Unit as a result of construction, reconstruction, repair, shifting, settling, or movement, including without limitation the curb cuts, an easement for such encroachment and/or right-of-way for access is created hereby and shall exist so long as such encroachment exists.

7. Use Restrictions and Nature of the Project. The Property and Lots are subject to the following use restrictions which shall govern both the architecture of the Commercial Units and the activities permitted:

a. Commercial Purposes. No Lot shall be used except for Commercial purposes.

b. Zoning. All land use and Buildings shall be strictly in compliance with all zoning and land use ordinances as well as all regulations of the municipalities and agencies governing the Subdivision land use and Buildings.

c. Landscaping. All Lot landscaping, grading and drainage shall be completed so as to comply with and not impair all flood control requirements of the Subdivision and the other Lots.

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d. Restriction Protecting the Use of Lot No. 3. Since Lot No. 3 is being purchased by America First Credit Union or its designee, neither the Declarant, nor its heirs, legal representatives, assigns or successors in interest, nor any Owner or occupant of the Property, except for Lot No. 3 and the Owner or occupant of Lot No. 3, shall conduct upon or use the Property, or any portion thereof, described herein or in the Record of Survey Map, or permit the conduct upon or use of the Property or any portion thereof for a free-standing financial institution which includes without limitation a savings and loan, commercial bank, check cashing company, mortgage company, credit union, mortgage bank or mortgage broker, mutual savings bank or the like. The term "free-standing financial institution" does not include, however, a financial institution enclosed within a grocery store or other retail store or an ATM used in conjunction with a retail store or any retail store cashing checks for its customers. Provided, however, if America First Credit Union or its successors in interest, assignees, lessees or franchisees cease operating a free-standing financial institution upon that real property described herein and in the Record of Survey Map as Lot No. 3, then this restrictive covenant shall terminate and cease. The temporary closure of such a free-standing financial institution due to casualty or purposes of remodeling or operating shall not be considered cessation of operation.

e. Use May Not Violate Certificate of Occupancy. No Owner shall use or occupy or permit the Property to be used or occupied, nor do or permit anything to be done in or on the Property, in a manner which will in any way violate any certificate of occupancy affecting the Property, or make void or voidable any insurance then in force with respect thereto, or which will make it impossible to obtain fire or other insurance required to be furnished by the Owner hereunder, or which will cause or be likely to cause structural damage to the Building or any part thereof, or which will constitute a public or private nuisance, and shall not use or occupy or permit the Property to be used or occupied in any manner which will violate any present or future laws or regulations or any governmental authority.

f. Nuisances. No noxious or offensive activity shall be carried on, in or about the Property, nor shall anything be done or permitted thereon which may be or may become an annoyance, disturbance, bother or nuisance to the neighborhood, or which might interfere with the right of other residents to the quiet and peaceful enjoyment of their property. Activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Property or which result in unreasonable levels of sound or light pollution are prohibited. No Owner or occupant shall operate any business which is offensive, noxious, or detrimental to the use of the Property, nor shall the Property be used for any purposes that, as a matter of common experience, tend to bother other

Owners and occupants, such as:

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1) Restriction Against Heavy Industry. No Owner or occupant shall erect or maintain, or permit to be erected or maintained, on any portion of the Property, any factory or facility or any kind or nature whatever for engaging in heavy industry.

2) Restriction Against Dangerous Industry. No Owner or occupant shall erect, make, establish, or carry on or permit, or cause or suffer to be erected, made, established, or carried on in any manner, on any part of the Property any structure for the manufacture or sale of any substance of an inherently dangerous nature.

3) Restriction Against Keeping Livestock. No horse, cow, hog, goat, or similar animal shall be kept or maintained on the Property, or any portion of it, nor shall any chicken yard or similar facility be maintained on the Property.

4) Restriction Against Oil and Gas Wells. No well for the production of, or from which there may be produced, oil or gas shall be drilled or operated on the Property, nor shall any machinery, appliance, or structure be placed, operated, or maintained on the property in connection with or related to such activities.

5) Restriction Against Funeral Homes. No funeral homes, mortuary, undertaking establishment, establishment for storing and embalming bodies or performing autopsies, establishment for displaying caskets or containers for dead bodies, shall be established, kept, maintained, or used on the Property.

6) Restriction Against Outside Toilet Facilities. No outside toilet facilities shall be constructed or maintained on any portion of the Property. Septic tanks, sewage disposal systems, and drinking water facilities shall conform to all requirements established by the appropriate government agencies.

7) Restriction Against Mobile Homes, Trailers and Trailer Courts and Parks. No Owner or occupant shall erect, make, establish, keep, or maintain on the Property a mobile home, trailer home, or other movable structure used, or designed for use, even though not in actual use, as a residence, sleeping quarters, or as an out building.

g. Parking, Storing and Repairing of Vehicles. No automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, recreational, commercial, oversized or other vehicles shall be stored on streets. Recreational, commercial or oversized vehicles, automobiles, vans, sport utility vehicles, trucks, campers, motor homes, trailers, boats, watercraft, or other vehicles may be parked in the designated parking areas so long as they are in good mechanical and running condition, regularly used, currently licensed and registered. Except in an emergency and then only to permit transport to a proper repair facility, no motor vehicle repair or maintenance work is to be conducted on the Property.

h. Use Cannot Result in Increase of Insurance Premium or Threaten to Cancel Coverage. No Owner shall use or occupy or permit the Property to be used or occupied, nor do or permit anything to be done in or on the Property, in a manner which will in any way shall increase the rate of insurance on any Building or the Project, or which will threaten termination of coverage.

i. Compliance with Law -- Generally. No Owner shall use or occupy or permit the Property to be used or occupied, nor do or permit anything to be done in or on the Property, in a manner which will in any way violate any federal, state, or municipal statute or ordinance, or any regulation, order, or directive of a governmental agency, as such statutes, ordinances, regulations, orders, or directives now exist or may in the future provide, concerning the use and safety of the Property.

j. Compliance with law -- Licenses and Permits. Each Owner and occupant shall obtain and maintain at all times during his ownership or use of the Property, all licenses and permits required to conduct or operate its business in and upon the Property which are required by any applicable governmental body or agency having jurisdiction over the premises, and shall pay the fee or charge imposed for assurance of any such license or permit. Owner or occupant shall renew any of these licenses and permits in accordance with the rules, codes, statutes or ordinances requiring the licenses or permits. Owners and occupants agree to conduct and operate at all times during their operation of the business for which they are licensed, and in the event of a change in the nature of its business or operation, to obtain any necessary new or additional licenses or permits. Owners and occupants, at their expense, shall comply with all requirements and perform all necessary action required under any rules, codes, statutes or ordinances for the issuance and continuance of the permits or licenses.

k. Covenant Against Obstruction of Driveways and Sidewalks. No Owner or occupant shall encumber or obstruct or permit to be encumbered or obstructed, the driveways, lanes of traffic, parking spaces, entries or sidewalks in the Project.

l. Right to Peaceful and Quiet Enjoyment. No Owner shall do or permit anything to be done in, on or about the Property that will impair or interfere with the rights of other Owners or occupants of the Property to the peaceful and quiet possession thereof.

m. Halls, Stairways, Elevators, Entry and Exit -- Generally. The entrance, passages, halls, corridors, stairways, elevators, exits, and fire escapes of a Building shall not be obstructed or blocked by Owners or occupants, or their agents, representatives or employees, nor used by them for any other purpose than ingress to or egress from the Property.

n. Deliveries to Property. All delivered packages shall only be taken through the service entrance or other authorized delivery areas of the Buildings.

o. Doors, Windows and Skylights. The doors, windows and/or skylights that reflect or admit light into passageways, or into any place in the Buildings, shall not be covered or

obstructed by any Owner or occupant, or any of their agents or employees.

p. Security of Buildings at Closing Time. Each Owner or occupant shall see that all lights are out and all windows and corridor doors are closed, locked and secure when its offices are vacated each evening.

q. Littering Prohibited. No Owner shall use or occupy or permit the Property to be used or occupied, nor do or permit anything to be done in or on the Property, in a manner which will in any way litter the Lots or Property.

r. Environmental Laws. Owner, at his cost and expense, shall comply with all applicable laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction concerning environmental matters, including but not limited to, any discharge into the air, waterways, sewers, soil or ground water of any substance or "pollutant." If an Owner breaches the obligations stated in this section, or if the presence of hazardous material on the premises caused or permitted by Owner results in contamination of the premises, or if contamination of the premises by hazardous material otherwise occurs for which Owner is legally liable for damage resulting from the same, then Owner shall indemnify, defend and hold the other Owners harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, but not limited to, diminution in value of the Property, damages for the loss or restriction on use of rentable or useable space or of any amenity of the premises, damages arising from any adverse impact on marketing of the Property, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) as a result of such contamination. This indemnification includes, but is not limited to, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on or under the Property. Without limiting the above, if the presence of any hazardous material on the Property caused or permitted by Owner results in any contamination of the Property, Owner shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the introduction of any such hazardous material to the Property. As used in this document, the term "hazardous material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Utah or the United States Government. The term "hazardous material" includes, but is not limited to, any material or substance which is (i) defined as a "hazardous waste" or other hazardous material or substance under any of the laws of the State where the Property is located, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to the Federal Water Pollution Control Act, (v) defined as a "hazardous waste" pursuant to the Federal Resource Conservation and Recovery Act, as amended, or (vi) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended.

s. Restriction Against Pollution of Water In the interest of public health and sanitation, and so that the Property and all other land in the same locality may be benefited by a decrease in the hazards of stream pollution and by the protection of water supplies, recreation, wild

life, and other public uses of such property, no Owner or occupant shall use the Property for any purpose that would result in the pollution of any waterway that flows through or adjacent to the Property by refuse, sewage, or other material that might tend to pollute the waters of any such streams or otherwise impair the ecological balance of the surrounding lands.

t. Restriction Against Excavation and Grading. No excavation for stone, gravel, or earth shall be made on the Property, except for walls, basements, or cellars of Buildings. However, the Developer reserves the right at any time prior to the End of the Period of Developer's Control to excavate and grade on the Property, and to remove material from or deposit material on the Property in connection with the development of the Property.

u. Walls, Fence and Hedges. No fence, wall, hedge, or other similar structure shall be erected in the front of the Property to a height in excess of three (3) feet, nor shall any such structure be erected in any side or rear portion in excess of six (6) feet, without the prior written consent of the other Owners. The only acceptable fencing materials is white vinyl fencing.

v. Slope and Drainage Control. No structure, plant, improvement or other material may be placed or permitted to remain, or other activities undertaken which may damage or interfere with established slope and drainage controls, create erosion or sliding problems, or which may change the direction or flow of drainage channels, or obstruct or retard the flow of water through the channels. The slope control area of each Lot and all improvements therein shall be maintained continuously by the Owner of the Lot, excepting those improvements for which a public authority or utility company is expressly responsible. It shall be the responsibility of the Owner to see that his Lot conforms with and continues to conform with any established grading and drainage plan that has previously been designed by the Developer.

w. Covenant Against Waste and Damage. No Owner shall use or occupy or permit the Property to be used or occupied, nor do or permit anything to be done in or on the Property, in a manner which will in any way which will commit or permit waste on the Property or damage the property of another.

x. Garbage and Refuse Disposal. No Owner shall use or occupy or permit the Property or a Lot to be used or occupied, nor do or permit anything to be done in or on the Lot or Property, in a manner which will in any way create or maintain a dumping ground for rubbish, trash, garbage or other waste (hereinafter referred to collectively as "Trash"). All Trash shall be kept at all times in sanitary containers. All Trash containers shall be kept in sanitary condition. No Trash containers, unsightly material or objects are to be stored on any Lot in view of the general public. The unlawful, illegal or unauthorized disposal of any oil, gas, or lubricants, and the storage or disposal of other hazardous materials anywhere within the Property is prohibited.

y. Temporary Structures. No Lot, Building or Commercial Unit, including without limitation any structure of a temporary nature or character, trailer, shack, shed, tent, garage, barn, other out-building or the like, shall be used as a residence.

z. Certain Work Prohibited. No Owner shall use or occupy or permit the Property to be used or occupied, nor do or permit anything to be done in or on the Property, in a manner which will in any way which would jeopardize the soundness or safety of the Property, reduce its value or impair any easement or hereditament, without in every such case the unanimous written consent of all the other Owners being first obtained.

8. Architectural Issues. The Declarant shall be entitled to review and approve the proposed site plans for each of the Lots, since aesthetics, the harmony of design, and quality of construction and materials throughout the Subdivision is important; however, neither the Declarant nor any of its employees, agents, representatives or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications. By accepting a deed or other document of conveyance to a Lot, each Owner agrees to and shall defend, indemnify, save and hold the Developer and its agents, representatives, members and employees harmless from any and all loss, damage or liability they may suffer, including defense costs and attorney fees, as a result of any claims, demands, costs, awards or judgments arising out of their review or approval of Declarant of the architectural designs, plans and specifications.

9. Interpretation. To the extent Utah law is consistent with this Declaration, such provisions shall supplement the terms hereof and are incorporated herein. The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. The term *shall* is mandatory and the term *may* is permissive. The invalidity or unenforceability of any portion of this Declaration shall not affect the validity or enforceability of the remainder hereof.

10. Covenants to Run with Land. This Declaration and all the provisions hereof shall constitute covenants to run with the land or equitable servitudes, as the case may be, and shall be binding upon and shall inure to the benefit of the Declarant, all other signatories hereto, all parties who hereafter acquire any interest in a Lot, the Subdivision or the Property, and their respective grantees, transferees, heirs, devisees, personal representative, successors, and assigns. Each Owner or occupant of a Lot shall comply with, and all interests in all Lots shall be subject to, the terms of this Declaration and the provisions of any rules, regulations, agreements, instruments, supplements, amendments, and determinations contemplated by this Declaration. By acquiring any interest in a Lot in the Project, the party acquiring such interest consents to, and agrees to be bound by, each and every provision of this Declaration.

11. Enforcement and Right to Recover Attorney's Fees. Should the Developer or an aggrieved Owner be required to take action to enforce or construe the Declaration or to pursue any remedy provided hereunder or by applicable law, including a claim for injunctive relief or damages, whether such remedy is pursued by filing suit or otherwise, the prevailing party shall be entitled to

recover his reasonable attorney's fees, costs and expenses which may arise or accrue, regardless of whether a lawsuit is filed.

12. Limitation of Liability. This Declaration of covenants, conditions and restrictions is established for the benefit of the Property and the Owners. Any damage, loss, claim or liability which might arise due to any decision, act, or failure to act of Developer or its agents, representatives and employees shall be exempt from any civil claim or action, including an action for negligence, brought by any person owning or having an interest in any Lot.

13. Amendments. This Declaration may be amended upon the affirmative written approval of at least a majority of the Owners and shall be valid immediately upon recording of the document amending the Declaration in the office of the County Recorder of Davis County, Utah; provided, however, so long as the Developer shall own at least one (1) Lot in the Subdivision, no amendment shall be valid or enforceable without Developer's prior written consent.

14. Duration. The covenants and restrictions of this Declaration shall endure 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.

DATED THE 11th DAY OF APRIL 2003

LANDSTAR DEVELOPMENT, L.L.C.

BY: 
GARY M. WRIGHT MEMBER

BY: 
WAYNE BELLEAU, MEMBER

STATE OF UTAH)
SS)
COUNTY OF DAVIS)

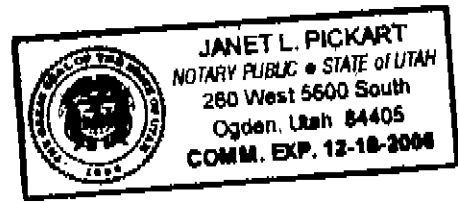
E 1854247 B 3269 P 705

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THE 11th
DAY OF APRIL, 2003, BY GARY M. WRIGHT AND WAYNE BELLEAU, WHO ARE MEMBERS OF
LANDSTAR DEVELOPMENT, LLC A UTAH LIMITED LIABILITY COMPANY, AND SAID GARY
M. WRIGHT AND WAYNE BELLEAU DULY ACKNOWLEDGED TO ME THAT LANDSTAR
DEVELOPMENT, LLC. EXECUTED THE SAME PURSUANT TO A RESOLUTION OF ITS
OPERATING AGREEMENT OR ITS ARTICLES OF ORGANIZATION.

Janet L. Pickart
NOTARY PUBLIC

RESIDING AT Wells

EXPIRES 12-18-2006



Legal Description

Beginning on the West Quarter Corner of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running thence North 89 Deg. 59'21" East 429.00 feet along the Quarter Section Line; thence South 0 Deg. 09'39" West 287.00 feet; thence South 89 Deg. 59'21" West 100.00 feet; thence South 0 Deg. 09'39" West 250.00 feet; thence South 89 Deg. 50'21" West 329.00 feet to the Section Line; thence North 0 Deg. 09'39" East 537.86 feet along said Section line to the point of beginning.

Now known as:

All of Lot 3, Clinton Pines Subdivision Phase 1 and

14-303-0003

All of Lots 4 and 5, Clinton Pines Subdivision Phase 1 Amended

14-348-0004 + 0005