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SHERYL L. WHITE, DAVIS CNTY RECORDER
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REC'D FOR ANTELOPE RIDGE INCORPORATED

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
ANTELOPE HILL SUBDIVISION, PHASE III**

THIS DECLARATION, made on the date hereinafter set forth by ANTELOPE RIDGE CORPORATION of Layton, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Layton City, County of Davis, State of Utah, which is more particularly described as:

Lots 364-399, ANTELOPE HILL SUBDIVISION, Phase III, according to the official plat thereof on file in the Office of the Davis County Recorder.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest in the described Project or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

**ARTICLE 1
DEFINITIONS**

Section 1. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. "Project" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction hereof.

Section 3. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Project.

Section 4. "Declarant" shall mean and refer to ANTELOPE RIDGE CORPORATION, a Utah corporation, its successors and assigns if such successors or assigns should acquire all of Declarant's remaining interest in the Project.

ARTICLE II
ARCHITECTURAL AND CONSTRUCTIONS RESTRICTIONS

Section 1. All lots in the project shall be known and described as single-family residential units.

Section 2. A one-story dwelling shall have a minimum of 1,300 square feet on the main floor living area, finished. A multi-level dwelling shall have a minimum of 1,450 square feet finished. The square footage requirements of this Section is exclusive of basements, garages and open porches. No dwelling shall exceed two (2) Stories in height.

Section 3. Identical architectural plans must be located at least one lot apart, and not directly across the street from each other, in order to keep diversity and individuality in the subdivision. Changing front facade, reversing plans, and using different roof-lines is encouraged. A minimum of 30% brick or native stone is expected to be used on the front of the home. Any deviation must have the prior approval by the Declarant.

Section 4. All homes shall have a minimum of a two-car attached garage. Any detached garage or storage building larger than 100 square feet must conform in design and materials with the primary residential home on the lot and have the prior approval of Declarant. The homeowner will maintain each interior fencing themselves.

Section 5. Declarant shall have the right to review and approve the architectural plans and exterior construction specifications showing the nature, kind shape and height, materials, and location of the same to assure harmony of exterior design within the Project. A drawing of the front of the house, a floor plan, and a drawing of the location of the dwelling on each Lot shall be submitted to Declarant for approval prior to the obtaining of a building permit. Declarant shall not unreasonably withhold approval for any plan which is within the parameter of the restrictions set forth in this instrument

Section 6. Within one year of occupancy of any home built on a lot, the front and side yards shall be planted in lawn or other landscaping.

Section 7. Any swamp cooler shall be installed in a location so as to minimize its visibility from the street.

Section 8. Building shall commence on purchased Lot within two years. Declarant has the right to repurchase the Lot at the original purchase price if not built on within three years.

ARTICLE III

GENERAL PROVISIONS

Section 1. Each owner shall be responsible for all damages caused by said Owner or Owner's contractors, guests, and agents to any other Lots or the improvements to the Lots in the Project. No Lot or any portion of the Project shall be used as a dumping ground for dirt, concrete, asphalt, or any other waste. Such waste material shall be the sole responsibility of the Owner of the Lot from whence the waste was generated or removed. All such material shall be confined to the Lot upon which it was generated and be removed as soon as possible.

Section 2. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions that shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 17th day of May, 2001.

ANTELOPE RIDGE INCORPORATED
Jaydene Love, President
JAYDENE LOVE, President

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On this 17th day of May, 2001, personally appeared before me JAYDENE LOVE, who being duly sworn, did say that JAYDENE LOVE is the president of ANTELOPE RIDGE INCORPORATED, a Corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said JAYDENE LOVE acknowledged to me that said corporation executed the same.

My Commission Expires:
2-14-04

Leanne M. Hartman

NOTARY PUBLIC
Residing at: *Kaysville*

