

When Recorded Mail to:
Freeman Lovell, PLLC
Attn: Steven R. Lovell
9980 South 300 West, Suite 200
Sandy, UT 84070

98/12
E 3438408 B 7894 P 792-803
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
11/29/2021 10:31 AM
FEE \$90.00 Pgs: 12
DEP RT REC'D FOR SYRACUSE CITY

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF THE
ANTELOPES EDGE SUBDIVISION** ①

These Covenants, Conditions and Restrictions of the Antelope's Edge Subdivision (the "**Declaration**") are made and executed as of November 24, 2021, by ANTELOPES EDGE, LLC, a Utah limited liability company (the "**Declarant**").

15-089-0001 thru
0025 RECITALS

A. WHEREAS the Declarant is the owner, or controls, all of that certain real property and improvements thereon, consisting of approximately 3.10 acres, located on the northeast corner of the intersection of 1000 West and 1920 South in Syracuse City, Davis County, State of Utah, as more particularly described in **Exhibit "A"** attached hereto ("**Subdivision**").

B. WHEREAS, Declarant intends to develop the Subdivision as a planned residential development subject to the terms of that certain Development Agreement ("**Development Agreement**") dated May 12, 2021, between Declarant and Syracuse City, as may be amended pursuant to the terms thereof.

C. WHEREAS the Subdivision consists of twenty-four (24) parcels for residential development (referred to herein collectively as "**Lots**" and singularly as "**Lot**") and Parcel A (the "**Common Area**"), which Lots and Common Area are more particularly described on the site plan attached hereto as **Exhibit "B"** (the "**Site Plan**").

D. WHEREAS, pursuant to the Development Agreement, the Common Area shall be owned and managed by a homeowners association, to which will be delegated and assigned the powers and authority to own, maintain and administer the Antelope's Edge Home Owners Association ("**Association**") and the Common Area and common facilities, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter created.

E. WHEREAS, the Declarant declares that the Subdivision shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the Subdivision or any part thereof and shall inure to the benefit of the Association and of each Owner.

F. NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, the Declarant hereby implements the following:

ARTICLE I
DEFINITIONS

1.01. **Defined Terms.** Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.02. **"Building"** shall mean the structure or structures currently existing or to be constructed within the Subdivision.

1.03. **"City"** shall mean and refer to Syracuse City, in Davis County, State of Utah, and its various agencies, departments, and employees and representatives.

1.04. **"Common Areas"** shall mean common facilities and the Common Area.

1.05. **"Common Area Expenses"** means reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Association in connection with the ownership and management of the Common Areas under the provisions of this Declaration, including, without limitation, such Common Area utilities that are not separately metered to each Lot and the costs of any other services that the Association is charged with performing hereunder, including the reasonable costs associated with a third-party manager, if the Association should hire the same to manage the Common Areas.

1.06. **"Association"** shall mean the Antelope's Edge Home Owners Association.

1.07. **"Majority of Owners"** shall mean the Owners holding a majority of the aggregate Proportionate Share.

1.08. **"Official Records"** shall mean the records of the Recorder of Davis County, State of Utah.

1.09. **"Owner"** Owner shall mean the owner of any Lot as the same may appear from time to time in the official records of Davis County.

1.10. **"Proportionate Share"** shall mean each Owner's ownership interest in the Association, which shall be calculated as follows: (a) divide the number of Lots owned by Owner by the total number of Lots in the Subdivision; (b) multiply the resulting quotient by 100; and (c) express the resulting product as a percentage.

ARTICLE II
COMMON PLAN

2.01. Easements. The Declarant intends to establish certain easements, covenants, and reservations upon and subject to which the Subdivision will be used, held, leased, sold, or conveyed by the Owners, which easements, covenants, and reservations are intended for the benefit of the Subdivision and each Owner of any interest therein, whether present or future, and which shall inure and pass with the Subdivision and each and every interest therein.

2.02. Ownership of Lots. Title to each Lot within the Subdivision shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner. No Lot shall be divided or combined with any other Lot without the prior written approval of Syracuse City, and of the Declarant so long as Declarant owns any Lot.

2.03. Ownership of Common Areas. Title to the Common Area shall be conveyed to the Association not later than the date the first Lot is conveyed from the Declarant to an Owner other than Declarant. The Declarant and the Association may convey title to any present or future Common Areas to a city, county, or other government agency.

ARTICLE III LAND USE

3.01. Prohibited Uses. No portion of the Subdivision shall be used for any use prohibited by law or any restrictive covenants of record.

3.02. Conformity to Site Plan. Each Owner, or their successors and assigns, shall develop their respective Lot substantially as shown in the attached Site Plan and subject to this Declaration and all applicable laws and ordinances. Any changes to the Site Plan, including the subdivision of any Lot, may only be made in accordance with the Development Agreement and with the prior written consent of Declarant, if Declarant is an Owner, or, if Declarant is not an Owner, then of the Association.

ARTICLE IV DEVELOPMENT GUIDELINES

4.01. Building Design and Construction. All construction, reconstruction, remodeling, alteration, and repair work relative to exterior portions of Buildings or other non-interior improvements within the Subdivision shall be made subject to plans approved in advance by the Association and by Declarant, if Declarant is an Owner, the location of the Common Areas and the general aesthetic appearance of the Buildings and the desire to maintain a uniform or common look and plan with regards to the Subdivision and all improvements thereon. Such work shall be completed in compliance with all other laws, rules, regulations, orders, permits, approvals, and licenses of governmental authorities having jurisdiction in an expeditious manner.

ARTICLE V COMMON AREAS

5.01. Use of Common Areas. The Common Areas shall be owned and maintained by the Association in conformity with the requirements of the Development Agreement.

5.03. No Changes to Location of Common Areas or Buildings. The Buildings and Common Areas on the Subdivision have been or will be constructed, completed and improved in accordance with the Development Agreement, and that no Owner shall cause the location of any parking areas, vehicular access curb cuts, vehicular access drive lanes, curbs, gutters, common utilities, storm drainage facilities or other structures within the Common Areas, or any Buildings to be changed or altered without the prior written consent of Declarant, if Declarant is an Owner, or, if Declarant is not an Owner, then of the Association.

ARTICLE VII CERTAIN RIGHTS AND OBLIGATIONS OF THE OWNERS

7.01. Common Area Maintenance.

(a) Association Management. Subject to the provisions hereunder and subject to the provisions of the Development Agreement, the Association shall provide the following services to the Common Areas, subject to reimbursement therefor from each Owner pursuant to subsection (b) below: (i) maintain, repair, and replace, when necessary, all paved surfaces, in a level, smooth and evenly covered condition with the type of surfacing material originally installed, or such substitute as shall in all respects be equal or superior in quality, use and durability; (ii) operate, maintain, repair and replace, when necessary, any directional or other Common Area signage, any Common Area lighting, and any other Common Area utilities; (iii) maintain, repair, and replace, when necessary, all common area facilities; (iv) maintain all landscaping within the Common Area; (v) maintain, repair, and replace, as necessary, all common amenities; and (vi) perform all other necessary Common Area maintenance, including, but not limited to, snow removal, drive sweeping and landscaping in order to maintain the Subdivision in good condition and repair.

(b) Common Area Expense Payments. Each Owner must reimburse the Association for Common Area Expenses according to its Proportionate Share within thirty (30) days after receipt of any invoice therefor.

7.02. Additional Maintenance. Each Owner shall maintain in good condition and repair such Owner's Lot and all improvements thereon.

7.03. Taxes. Each Owner shall pay, or cause to be paid, directly to the tax assessor, prior to delinquency, all real property taxes and other special taxes and assessments which may be levied or assessed against such Owner's Lot, including any portion of the Common Area located thereon, and including any assessment attributable to appurtenant interests created by this Declaration, subject to the right of any party to contest such taxes and assessments in the manner provided by law.

7.04. Implied Rights. Any Owner may exercise the rights and privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied

from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

7.05. Indemnification. Each Owner hereby agrees to indemnify, hold harmless and defend each other, its affiliates, directors, officers, employees, Board of Directors, Managers, Members, customers, agents, shareholders, attorneys, assigns, designees and successors in interest (the "Indemnitees") from and against any and all liabilities, damages, losses, claims, lawsuits, proceedings, appeals, assessments, fines, actions of any nature (including, but not limited to, declaratory judgment actions), causes of action, decrees, judgments, settlements, court orders, investigations, civil penalties or demands of any kinds, costs, cost to replace, cost to reinstall or repair (including attorney's fees and associated expenses) whether compensatory, exemplary, punitive, special, consequential and/or incidental, including, but not limited to, claims for bodily injury, death and/or property damage (collectively hereinafter referred to as a "Claim") arising out of or resulting or alleged to have arisen or resulted, in whole or in part, such Owner's use of said Owner's Lot.

ARTICLE VIII CONDEMNATION

8.01. Condemnation. If at any time or times all or any part of the Subdivision shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article VIII shall apply. A voluntary sale or conveyance of all or any part of the Subdivision in lieu of condemnation but under threat of condemnation, shall be deemed to be a taking by eminent domain.

8.02. Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain ("**Condemnation Award**") attributable to the value of any land within the Common Areas shall be payable only to the Association and no claim thereon shall be made by any other Owner; provided, however, that each Owner may file collateral claims with the condemning authority over and above the value of the land and improvements located within the Common Areas so taken to the extent of any damage suffered by their respective Lots resulting from severance of the appurtenant portions of the Common Areas so taken.

8.04. Casualty Insurance. Each Owner shall, commencing with the start of construction of the Building on its Lot, keep or cause to be kept, the Building and all improvements on its Lot insured against loss or damage by fire, wind storm, hail, explosions, damage from aircraft and vehicles and smoke damage and such other risks as are from time to time included in "extended coverage" endorsements in the State of Utah in an amount sufficient to restore the same to or replace them with buildings and improvements of comparable size and of at least the quality as originally designed.

ARTICLE IX LIENS

9.01. Liens. Any lien created pursuant to the terms of this Declaration shall attach and take effect only upon recordation of a claim of lien in the applicable real estate records office of the county in which the said Lot is located, by the party making the claim. The

Association shall have the right to cause a lien to be recorded against a Lot in the event of an Owner's failure to pay such Owner's proportionate share of the Common Area Expenses as set forth herein. The claim of lien shall include the following:

- (a) The name and address of the lien claimant;
- (b) A statement concerning the basis for the claim of lien;
- (c) An identification by name and address (if known) of the Owner;
- (d) A description of the Lot against which the lien is claimed;
- (e) A description of the work performed which has given rise to the claim of lien;
- (f) A statement itemizing the total amount due, including interest; and
- (g) A statement that the lien is claimed pursuant to the provisions of this Declaration, reciting the date, book and page of recordation hereof.

The notice shall be duly executed and acknowledged and contain a certificate that a copy thereof has been served upon the Owner against whom the lien is claimed, by personal service or by mailing. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and may be enforced in any judicial proceedings allowed by law, including without limitation, suit in the nature of a suit to foreclose a mortgage, deed of trust or mechanic's lien under the applicable provisions of the law of the State of Utah.

ARTICLE X ENFORCEMENT

10.01. Standing to Enforce. The right to enforce the terms, restrictions, covenants, and easements contained herein shall belong only to the Owners and each Owner's successors or assigns, and to mortgagees under recorded mortgages covering any of the Subdivision, and beneficiaries and trustees under deeds of trust covering any of the Subdivision of the Owners.

10.02. Damages, Injunction. In the event of any violation or threatened violation of any of the terms, restrictions, or covenants contained herein, any Owner entitled to enforce this Declaration will have the right to collect damages for such violation from the date thereof until the same shall be cured, and the right to injunctive relief and any other appropriate remedies available at law or in equity or otherwise, including interest at the Prime Rate as reported in the Wall Street Journal or comparable publication plus two percent (2%), or the applicable legal rate, whichever is the greatest allowed by law, on reasonable sums advanced to cure any default hereunder.

10.03. Act of God, Etc. If performance of any act or obligation of an Owner is prevented or delayed by an act of God, war, labor disputes, or other cause or causes beyond the reasonable

control of such Owner, the time for the performance of the act or obligation shall be extended for the period that such act or performance is actually delayed or prevented by any such cause.

10.04. Attorney's Fees. In the event that any suit is brought as the result of any alleged breach of this Declaration, the successful party or parties to such suit shall be entitled to collect reasonable attorneys' fees and court costs from the losing party or parties; and any judgment or decree rendered shall include an award thereof. Such fees and costs shall specifically include attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), all appearances in bankruptcy or insolvency proceedings, fees and expenses incurred in connection with the appointment of a receiver, appeals and any anticipated post-judgment collection services, and all court costs and such additional fees as may be directed by the court.

10.05. No Termination. It is expressly agreed that no breach or violation of this Declaration will terminate this Declaration, but this limitation will not affect, in any manner, any other rights or remedies for any breach of this Declaration.

10.06. First Liens; Foreclosure. A breach or violation of any of the terms, restrictions, or covenants of this Declaration will not defeat or render invalid the lien of any first mortgage or first deed of trust, made in good faith and for value, or any mortgages securing construction financing on any Lot; but such terms, covenants, and restrictions will be binding on and be effective against anyone whose title to any portion of the Subdivision is acquired by foreclosure, trustee's sale, or otherwise.

10.07. Cumulative Remedies. The specified remedies to which any person entitled to enforce this Declaration may resort under the terms of this Declaration are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Declaration may be lawfully entitled in case of any breach or threatened breach of any provision of this Declaration. Failure to insist in any one or more cases upon the strict performance of any of the covenants of this Declaration or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

ARTICLE XI DURATION

11.01. Duration. This Declaration and each easement, covenant, condition, and restriction hereby created shall continue for a period of twenty-five (25) years from the date hereof, and shall renew automatically for successive five (5) year periods unless amended or terminated as provided herein.

ARTICLE XII AMENDMENTS AND MODIFICATIONS

12.01. Consent to Modification. Except as otherwise specifically set forth herein, this Declaration and any provision, restriction, covenant, or easement contained herein may be

terminated, extended, modified, or amended only with the written consent of all the Owners; provided, however, that no termination, extension, modification or amendment of this Declaration shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the Official Records. Provided, however, that so long as Declarant is an owner of any Lot within the Subdivision, Declarant shall have the right to amend this Declaration without the consent of any other Owner.

ARTICLE XIII
MISCELLANEOUS

13.01. **Not a Public Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Subdivision to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purpose expressed herein.

13.02. **Severability.** If any clause, sentence, or other portion of the terms, covenants, conditions, easements or restrictions of this Declaration becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions shall remain in full force and effect.

13.03. **Dominant and Servient Estates.** Each and all of the easements and rights granted or created herein are appurtenances to the applicable portions of the Subdivision and none of such easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the property benefited shall constitute the dominant estate, and the particular areas of the Subdivision which respectively are burdened by such easements and rights shall constitute the servient estate.

13.04. **Covenants Run with Land.** Each and all of the covenants, restrictions, easements and provisions contained in this Declaration (whether affirmative or negative in nature)

(a) are made for the direct, mutual, and reciprocal benefit of each Lot described herein;

(b) will create mutual equitable servitudes upon each Lot in the Subdivision in favor of the Subdivision;

(c) will bind every person having any fee, leasehold, or other interest in any portion of the Subdivision at any time or from timetotime to the extent that such portion is affected or bound by the covenant, restriction, easement or provision which is to be performed on such portion; and

(d) will inure to the benefit of the Owners and each Owner's successors and assigns as to the respective Lot in the Subdivision, and to the benefit of mortgagees under mortgages covering the Subdivision and beneficiaries and trustees under trust deeds covering the Subdivision.

13.05. Compliance with Laws. The Owners shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies pertaining to the use or occupancy of the Subdivision, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide.

13.06. Benefit and Burden. The terms, covenants, restrictions, easements and conditions contained herein shall inure to the benefit of and shall be binding upon the Owners, and any other person having any interest in the Subdivision and their respective legal representatives, successors, and assigns.

13.07. Intent and Purpose. The provisions of this Declaration, and any supplement or amendment hereto, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the Subdivision. Failure to enforce any provision, restriction, easement, covenant, or condition in this Declaration, or in any supplement or amendment hereto, shall not operate as a waiver of any such provision, restriction, easement, covenant, or condition or of any other provisions, restrictions, easements, covenants, or conditions.

13.08. Construction. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The articles and section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Declaration or any article, section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

13.09. Address for Notices. All notices or demands intended to be served upon any Owner shall be in writing and shall be deemed given or made when received or five (5) days after being sent by registered or certified U.S. mail, postage prepaid, addressed to the address on public record.

Declarant's current address is: Antelope's Edge, LLC, 1789 S 3475 W, Syracuse, UT 84075.

13.10. Effective Date. This Declaration shall take effect immediately upon recording.

SIGNATURE ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration the day and year first above written.

ANTELOPE'S EDGE, LLC
a Utah limited liability company

By : [Signature]
Name: ~~Joshua E. Hughes~~ GREG DAY
Its: MEMBER

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 24 day of November, 2021, personally appeared before me Greg Day, the signer of the foregoing instrument who duly acknowledged to me that he is a member of ANTELOPE'S EDGE, LLC and is authorized to execute this document on behalf of said company and that he executed the same.

[Signature]
NOTARY PUBLIC
Residing: Layton, UT
My Commission Expires: 02/11/2023



EXHIBIT "A"
SUBDIVISION LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 14,
TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF 1000 WEST STREET,
SAID POINT BEING SOUTH 00°09'08" WEST ALONG THE SECTION LINE 654.43 FEET AND
SOUTH 89°59'50" EAST 33.00 FEET FROM THE NORTHWEST CORNER OF SECTION 14
TOWNSHIP 4 NORTH RANGE 2 WEST SALT LAKE BASE MERIDIAN; AND RUNNING
THENCE SOUTH 89°59'50" EAST ALONG THE SOUTH LINE OF THE BOYER SYRACUSE
ASSOCIATES, L.C. PROPERTY AS CONTAINED IN THAT CERTAIN WARRANTY DEED
WITH ENTRY NO. 1323212 IN THE DAVIS COUNTY RECORDER'S OFFICE, A DISTANCE
OF 217.00 FEET TO THE WEST LINE OF SUNSET PARK VILLAS PLAT "B" AMENDED AS
RECORDED ON JULY 17, 2013 AS ENTRY NO. 2754544 IN BOOK 5812 AT PAGE 408 IN
THE DAVIS COUNTY RECORDER'S OFFICE; THENCE SOUTH ~~00°09'08"~~ WEST ALONG
SAID WEST LINE OF SAID SUNSET PARK VILLAS PLAT "B" AMENDED AND ALONG THE
WEST LINE OF SUNSET PARK VILLAS PLAT "A" AS RECORDED ON SEPTEMBER 4, 2009
AS ENTRY NO. 2479628 IN BOOK 4854 AT PAGE 270 IN THE DAVIS COUNTY
RECORDER'S OFFICE, A COMBINED DISTANCE OF 621.88 FEET TO THE SOUTH LINE OF
SAID SUNSET PARK VILLAS PLAT "A"; THENCE NORTH 89°59'35" WEST ALONG SAID
SOUTH LINE 217.00 FEET TO SAID EAST RIGHT-OF-WAY LINE; THENCE NORTH ~~00°09'08"~~
EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF 1000 WEST STREET 621.86 FEET TO
THE POINT OF BEGINNING.

* 0°09'08"

0°09'08"

NAD83 ROTATION IS 00°20'10" CLOCKWISE.

CONTAINS 134,945.81 SQ/FT OR 3.10 ACRES

EXHIBIT "B"
SITE PLAN

