

When Recorded, Mail To:

Edge Homes  
480 West 800 North, Suite 200  
Orem, UT 84057

RO PLT

[Space Above for Recorder's Use]

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
TALUS RIDGE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TALUS RIDGE (the "Declaration") is made this 12 day of May, 2015, by Wasatch Land Company, a Utah corporation, ("Declarant") in contemplation of the following facts and circumstances:

- A. Declarant is the owner of certain real property described on Exhibit A hereto (the "Property").
- B. The Property is being developed for single family residential use in a project commonly referred to as "Talus Ridge" (the "Project").
- C. Declarant intends to subject the Property to this Declaration to create a residential community in which the lands natural beauty shall be substantially preserved to enhance the desirability of living on those portions of Talus Ridge located on the Property and to increase and preserve the attractiveness, quality and value of the lands and Improvements therein.
- D. This Declaration shall apply to the Property and to such additional real property as may be hereafter subject to this Declaration in the manner set forth below.

NOW, THEREFORE, Declarant hereby declares that the Property, which may sometimes be referred to herein as "Talus Ridge," is and shall henceforth be owned, held, conveyed, encumbered, leased, improved, used, occupied and enjoyed subject to the following uniform covenants, conditions, restrictions and equitable servitudes (collectively, the "Restrictive Covenants"). The Restrictive Covenants are in furtherance of, and shall constitute, a general plan for the ownership, Improvement, sale, use and occupancy of Talus Ridge and are also in furtherance of and designed to accomplish the desires, intentions, and purposes set forth above in the recitals. This Declaration shall run with the Property and shall inure to the benefit of and be binding upon every part thereof and every interest therein. Further this Declaration shall inure to the benefit of, be binding upon, and be enforceable by Declarant and its successors in interest and each "Owner," as defined below.

This Declaration shall be recorded and may be enforced as provided for herein.

**ARTICLE I.  
DEFINITIONS**

Unless the context otherwise specifies or requires, the following words and phrases when used in the Declaration shall have the meanings hereinafter specified.

1.1. **Beneficiary** shall mean a mortgagee under a mortgage, a beneficiary under a deed of trust, or a seller under a title-retaining contract, as the case may be.

1.2. **City** shall mean the City of Saratoga Springs, Utah.

1.3. **Declarant** shall mean Wasatch Land Company, a Utah corporation, or its successor in interest, as the context requires.

1.4. **Declaration** shall mean this instrument as it may be amended from time to time as Recorded.

1.5. **Deed of Trust** shall mean a mortgage, a deed of trust, or a title-retaining contract, as the case may be, granted by the Owner of a Lot to secure the payment of a debt.

1.6. **Design Review Committee** or **DRC** shall mean the committee organized for the purpose of approving plans and specifications for all Improvements to be constructed upon a Lot.

1.7. **Dwelling** shall mean the detached single family residence constructed upon a Lot.

1.8. **Exterior Materials** shall mean the materials visible on the outside of an Improvement such as stone, rock, stucco, backer-board, cement board siding, finished lumber, brick, or other similar materials, but shall not mean cinder block or concrete block or aluminum siding.

1.9. **Improvement** shall mean every structure and all appurtenances thereto of every type and kind, including but not limited to, buildings, patios, tennis courts, swimming pools, garages, mailboxes, aerials, antennas, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, windbreaks, planting, planted trees and shrubs, poles, signs, exterior air conditioning, water softener fixtures or equipment, pumps, wells, tanks, reservoirs, pipes, lines, meters, towers, septic tanks, and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

1.10. **Legal Requirements** means all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, restrictions, permits, licenses, authorizations, directions and requirements of and agreements with all governments,

departments, commissions, boards, courts, authorities, agencies, officials and officers, which now or at any time hereafter may be applicable to the Project or any Lot.

1.11. **Lot** shall mean any legal parcel of land that is designated on any recorded Subdivision Plat of Talus Ridge whether or not improved.

1.12. **Notice and Hearing** shall mean ten (10) days written notice given and a public hearing conducted under the direction of the Design Review Committee at which the person to whom the notice is directed shall have the opportunity to be heard in person or by counsel at his expense.

1.13. **Owner** shall mean (1) the Person or Persons, including Declarant, holding the fee simple interest in a Lot or, as the case may be, (2) the purchaser of a fee simple interest in a Lot under an executory contract sale. In the event that the holder of fee simple interest in a Lot or the parties acquiring title under a contract of sale shall be more than one Person, such Persons shall be required to act in unison with respect to the applicable Lot in all matters related to this Declaration and the enforcement of the provisions hereof.

1.14. **Period of Declarant Control** means the first to occur of (i) the date Declarant shall no longer be an Owner of a Lot in the Project, or (ii) the date which shall be seven (7) years from the date this Declaration is Recorded.

1.15. **Person** shall mean a natural individual or any other entity with the legal right to hold title to real property.

1.16. **Record, Recorded, and Recordation** shall mean, with respect to any document, the recordation of such document in the office of the Recorder of Utah County, State of Utah.

1.17. **Recreational, Oversized or Commercial Vehicle** shall mean and refer to any recreational, commercial or oversized vehicle, motor home, commercial vehicle, tractor, golf cart, mobile home or trailer (either with or without wheels), camper, camper trailer, boat or other watercraft, boat trailer, horse trailer, or any other recreational, oversized or commercial transportation device of any kind.

1.18. **Subdivision** shall mean a parcel of land, which has been shown on a final and recorded Subdivision Plat consisting of two or more Lots.

1.19. **Subdivision Plat** shall mean the official plat which creates legal Lots which has been approved as required by law and Recorded.

1.20. **Talus Ridge** shall mean the Property described on Exhibit A and which is included within and is subject to the Subdivision Plat of Talus Ridge or any Additional Property made subject to the provisions of this Declaration pursuant to any Annexation Notice.

**ARTICLE II.  
SUBJECTION OF ADDITIONAL LAND TO THIS DECLARATION**

2.1. Additional Land. Additional real property (the “Additional Property”) may be made subject to the provisions of this Declaration in accordance with the procedures set out in this Article II. Upon the recording of a Notice of Annexation of Real Property (“Annexation Notice”) containing the provisions set forth below in this Article, the Restrictive Covenants contained in this Declaration shall apply to such Additional Property in the same manner as to the Property originally subject to this Declaration and thereafter, the rights, privileges, duties and liabilities of all persons subject to this Declaration shall be the same with respect to the Additional Property as with respect to the Property originally covered by this Declaration.

2.2. Contents of Notice. The Annexation Notice shall be (i) signed by the holder of fee title to the Additional Property, (ii) consented to by the holder of any Deed of Trust which encumbers the Additional Property, (iii) Recorded, and (iv) contain the following provisions:

(A) A reference to this Declaration, which reference shall state the date of Recordation hereof and the book and page numbers wherein this Declaration is Recorded;

(B) A statement that the provisions of this Declaration shall apply to the Additional Property as set forth herein; and

(C) A complete legal description of the Additional Property.

**ARTICLE III.  
DESIGN REVIEW COMMITTEE**

3.1. Design Review Committee. The Project shall be governed by a Design Review Committee which shall consist of three (3) members. During the Period of Declarant Control, the Declarant shall appoint the members of the Design Review Committee. At all other times, the members of the Design Review Committee shall be appointed by the Owners of all of the Lots, with each Lot entitled to one vote. Unless the Owners of a majority of the Lots agree to another method, the members of the DRC shall be selected one at a time by a vote of the Owners of a majority of the Lots. Member of the Design Review Committee shall serve for a term of three (3) years. A member of the Design Review Committee appointed by Declarant need not be an Owner. At all other times, each member of the Design Review Committee shall be an Owner. The Design Review Committee is hereby granted the authority to and shall take actions required to implement and enforce the provisions of this Declaration.

3.2. Approval Required of Improvements. Except for Improvements to be constructed by Declarant, no Improvement, including, by way of illustration and not of limitation, a building, shed, patio, fence, wall or other structure shall be commenced, erected, altered or added to until the “Plans and Specifications” for the Improvement showing the nature,

kind, shape, height, materials, exterior color scheme and location of such structure, and the grading plan and finished grade elevations of the Lot upon which the Improvement shall be constructed have been submitted to and approved by the Design Review Committee. Such approval shall be in writing and a copy of such approval shall be maintained by the Design Review Committee. All subsequent additions to or changes or alterations in any building, fence, or other Improvement, including exterior color scheme and all subsequent additions to or changes or alterations in any grading or landscaping plans shall be subject to the prior approval of the Design Review Committee.

3.3. Approval. The DRC shall approve Plans and Specifications submitted for its approval only if it deems that the construction, alterations, or additions or Improvements contemplated thereby in the locations indicated, will not be detrimental to the surrounding area or Lots as a whole, and that the appearance of any proposed Improvement affected thereby will be in harmony with the surrounding Improvements. The DRC shall have the right to refuse to approve any Plans or Specifications, or grading or landscaping plans which, in the opinion of the members of DRC, in the exercise of their reasonable judgment, are not consistent with the requirements of this Declaration or the general character of the Project. Such determination may be made for aesthetic or other reasons, and in the review and approval or disapproval of Plans and Specification, the DRC shall have the right to take into consideration the suitability of the proposed building or other Improvement and of the materials of which it is to be built, to the Lot upon which it proposes to erect the same, the harmony thereof with the surroundings, the topography of the land and the effect of the building or other Improvements as planned on the outlook from the adjacent or neighboring Lots. The DRC may also issue rules or guidelines regarding anything relevant to its function, including but not limited to minimum standards and procedures for the submission of Plans and Specifications for approval. The DRC may require a review fee not to exceed Two-Hundred Dollars (\$200.00) to accompany each application for approval and a reasonable fee for any appeal waiver to the Design Review Committee. The DRC may require such detail in Plans and Specifications submitted for its review and such other information, as it deems proper. Until receipt by the DRC of all required Plans and Specifications and other information, the DRC may postpone review of anything submitted for approval. All Improvements must comply with the zoning codes, ordinances and architectural design guidelines of the City.

3.4. DRC Meetings. The DRC shall meet as necessary to perform its duties hereunder. The DRC may from time to time by resolution, unanimously adopted in writing, designate one of its members to take any action or perform any duties for and on behalf of the DRC. In the absence of such designation, the vote of a majority of all of the members of the DRC, or the written consent of a majority of all of the members of the DRC taken without a meeting, shall constitute an act of the DRC.

3.5. Waiver of Consent. The approval or consent of the DRC to any Plans or Specifications for any work done or proposed, or in connection with any other matter requiring the approval or consent of the DRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any Plans or Specifications or other matter whatever subsequently or additionally submitted for approval or consent by the same or a different person.

3.6. Non-liability of DRC Members. Neither the DRC nor any member thereof, shall be liable to any Owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the DRC's duties under this Declaration unless due to the willful misconduct or bad faith of the DRC or its members. Neither the DRC nor any member thereof shall be responsible for reviewing, nor shall its approval of any Plans and Specifications be deemed approved from the standpoint of structural safety, engineering soundness, or conformance with building or other codes, or any requirements of the City.

#### ARTICLE IV. GENERAL BUILDING REQUIREMENTS

4.1. Use of Property. Each Lot shall be used solely for single family residential purposes.

4.2. Floor Space. The minimum size of each Dwelling shall meet criteria set forth in this section. All Dwellings shall have a minimum finished interior square footage of 1,400 square feet above land elevation at the building site. Dwellings built with two stories above land elevation shall have a minimum of 900 square feet interior finished on the main level and 1,800 total finished square footage overall. Interior floor space does not include basements, garages, porches, patios, decks, balconies, overhangs, or unfinished living areas. A double car garage, consisting of a minimum of 400 square feet, must be constructed with each home.

4.3. Exterior Materials. All Dwellings must conform in design, including but not limited to Exterior Materials, with the standards provided by the DRC.

4.4. Roofs. All roofs shall be constructed with a roof pitch of 6/12 or greater; provided, however, that roofs over non-living areas such as porches may be constructed with a roof pitch of 4/12.

4.5. Roof Overhangs. Gutters shall be required on all draining roof areas, and a minimum 8-inch overhang with boxed soffit shall be required.

4.6. Height. No building shall exceed thirty-five (35) feet in height as measured from the highest natural ground level adjacent to such building to the highest point of the ridge line of such building.

4.7. Porches and Covered Entries. Front porches and/or covered entries shall face a public street. Front porches/covered entries shall measure a minimum of sixty (60) square feet.

4.8. Foundations. All foundations shall be damp proofed and plastered.

4.9. Construction Time Requirement. In addition to DRC approval, no construction shall commence until such time as the City has issued all necessary permits. Once commenced, all construction work shall be prosecuted diligently and continuously from the time

of commencement until completed. All construction work shall be completed within twelve (12) months from the date that site excavation was commenced.

4.10. New Construction. All Dwelling units shall be of new construction. No other building (including but not limited to playhouses, and storage sheds) may be moved onto a Lot without the prior approval of the DRC.

4.11. Storage of Building Materials. No building materials shall be stored on any Lot except temporarily during construction of an Improvement or its alteration, renovation or remodeling, and then only when a building permit is in force.

4.12. Landscaping and Fencing. See Article VIII of these Restrictive Covenants.

4.13. Occupancy During Construction. No Improvement shall be occupied in the course of original construction until the appropriate governmental authorities have issued all required certificates of occupancy.

4.14. Temporary Structures. No trailer, mobile home, tent, shack or other temporary building or structure shall be placed upon any Lot, except that temporary structures or construction trailers used for the storage of tools and equipment and/or for office space for architects, sales personnel, builders and foremen during actual construction and sales may be maintained. Nothing herein shall be construed to prohibit the parking of travel trailers owned by an Owner on the Lot of such Owner; provided, however, that such travel trailer shall not be used for sleeping or other occupancy on a consistent basis on such Lot. The provisions of this section shall not be applicable to Declarant or any party contracted with Declarant for the original sale of the Lots in the Project and the construction of the original residences.

4.15. Construction Activities. This Declaration shall not be construed so as to unreasonably interfere with, or prevent normal construction of Improvements by any Owner, provided that when completed such Improvements shall in all ways conform to this Declaration. Specifically, no such construction activities shall be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs, or similar activities, provided that such construction is pursued to completion with reasonable diligence and is in compliance with applicable federal, state and local laws and ordinances and any rules and regulations adopted pursuant thereto, and conforms to usual construction practices in the area. In the event of any dispute, a temporary waiver of the applicable provision, including but not limited to any provision prohibiting temporary structures, may be granted by Declarant, provided that such waiver shall be only for the reasonable period of such initial construction. Such waiver may, but need not, be recorded or in recordable form.

4.16. Driveways. Driveways for Dwellings shall be large enough to accommodate at least two (2) parked automobiles (16 foot minimum width). Hard surface driveways (concrete, brick, pavers, asphalt etc.) are required and shall be properly maintained. No gravel driveways are permitted.

4.17. Outbuildings. All outbuildings shall be architecturally compatible with the Dwelling and other Improvements located on the same Lot. An outbuilding shall comply with applicable zoning ordinances of the City and in no event shall the outbuilding be located closer than five (5) feet from the rear corner of the Dwelling located the furthest from the street upon which the Lot is located. Outbuildings shall be an Improvement and, therefore, subject to approval of the DRC as set forth above.

## ARTICLE V. ANIMALS

5.1. Animals and Pets. The keeping of animals other than those ordinarily kept as family pets within the Subdivision is forbidden. No animals, livestock or poultry of any kind shall be bred in, on or about the Subdivision. Up to two domestic pets per Dwelling are allowed; provided, however, all pets must be properly licensed and registered (if required) with the appropriate governmental agencies and follow all applicable local ordinances. Pets may not create a nuisance. The following acts of an animal may constitute a nuisance: (1) it causes damage to the property of anyone other than its owner; (2) it causes unreasonable fouling of the air by odors; (3) it causes unsanitary conditions; (4) it defecates on any common area and the feces are not immediately cleaned up by the responsible party; (5) it barks, whines or howls, or makes other disturbing noises in an excessive, continuous or untimely fashion; (6) it molests or harasses passersby by lunging at them or chasing passing vehicles; (7) it attacks people or other domestic animals; (8) it otherwise acts so as to bother, annoy or disturb other reasonable residents or interferes with their right to the peaceful and quiet enjoyment of their property; or (9) by virtue of the number of pets maintained, they are offensive or dangerous to the health, welfare or safety of other residents. Pets in the Subdivision at large must be behind a fence, in a cage or on a leash and under the control of a responsible person.

## ARTICLE VI. UTILITIES

6.1. Underground Utilities Required. Each Lot shall be and is hereby made subject to all easements that now or in the future may be used for gas, electric, telephone, cable television, water, sewer, and other lines present or in the future, as are necessary to provide utility services to said Lot, adjoining Lots, and the Improvements thereon, including, without limitation, all easements shown on the Subdivision Plat. Each Owner hereby agrees to execute such further grant or other documentation as may be required by any utility or other company or public governmental or quasi-governmental entity for such purposes. Subsequent to date of execution of the Declaration, any necessary electrical, telephone, gas, water, sewer, cable television, and other utility conduits, lines and pipes on any Lot shall be placed underground, except for transformers, meters and other equipment typically located on the surface of the ground within the easement. No transformer, or electric, gas, water or other meter or device of any type, or any other utility apparatus shall be located on any pole.

6.2. Irrigation Easement. In addition to the utility easements granted in Section 6.1, each Lot shall be and is hereby made subject to all irrigation easements that now or in the future may be used for irrigation purposes, including without limitation, all easements



shown on the Subdivision Plat, together with rights of access for the installation, maintenance, repair and replacement of any irrigation ditch improvements within said easement.

6.3. Rules and Regulations. Each Owner agrees to abide by all applicable rules and regulations of all utility and other companies and public, governmental and quasi-governmental entities, which supply any of the services, mentioned in Section 6.1 above.

## **ARTICLE VII. USE RESTRICTIONS AND REQUIREMENTS**

7.1. Rooftop Equipment. Equipment such as satellite dishes, evaporative coolers and the like may only be mounted on that portion of a roof which is not visible from the street. All such equipment must be installed in a manner so as to not be unsightly and must include appropriate screening. In no event shall satellite dishes exceed 24" in diameter.

7.2. Transmitters. No electronic or radio transmitter of any kind, other than garage door openers or customary home electronic devices, shall be located or operated in or on any Improvement or on any Lot.

7.3. Repair of Buildings. Each Owner shall be responsible to maintain all Improvements located on said Owners Lot in a clean, safe and sanitary condition with periodic painting or other maintenance as required to exterior surfaces. No Improvement upon any Lot shall be permitted to fall into disrepair. Materials, which are customarily left unfinished such as cedar shake shingle roofs and cedar fences, are permitted so long as such Improvements have not become unsightly.

7.4. Reconstruction of Buildings. Any Improvement which has been destroyed in whole or in part by fire, hail, windstorm or any other cause or act of God, shall be rebuilt or restored with reasonable promptness, and in any event within twelve (12) months. Further, all debris shall be removed and Lot restored to a sightly condition within thirty (30) days. In the event that an Owner elects not to rebuild an Improvement which has been destroyed or otherwise rendered uninhabitable, then the Owner shall remove the remaining portion of such Improvements within six (6) months of the date of such damage and cause the Lot to be graded and in a safe condition.

7.5. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon any Lot, and no odors shall be permitted to arise there from so as to render any such Lot or any portion thereof, in the opinion the Design Review Committee, unsanitary, unsightly, offensive or detrimental to any other Lots or Improvements or to its occupants. No noise or other nuisance shall be permitted to exist or operate upon any Lot so as to be, in the opinion of the Design Review Committee, offensive or detrimental to any other Lot or its occupants. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes) shall be located, used or placed on any Lot without the prior written approval of the Design Review Committee.

7.6. Unightly Articles. No unsightly article shall be permitted to remain on any Lot or on streets and must be stored in a garage on the Lot or an off-site storage area in compliance with Saratoga Springs City ordinances. Without limiting the generality of the foregoing: trailers, mobile homes, recreation vehicles, graders, trucks (other than pickups used solely for the private and non-business use of the residents of a Lot), boats, tractors, campers, wagons, buses, sleighs, motorcycles, motor scooters, snowmobiles, snow removal equipment, garden and maintenance equipment, and all commercial, farming and business vehicles, except when in actual use, shall be kept at all times in a garage, an off-site storage facility, or appropriately screened by a 6' high architecturally approved fence on all four sides. No repair or maintenance work shall be done on any of the foregoing, or on any automobile, other than minor emergency repairs, except in an enclosed garage or other structure, or appropriately screened from view. Refuse, garbage and trash shall be kept at all times in a covered, noiseless container and any such container shall be kept within an enclosed structure or appropriately screened from view. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view. No materials or scrap shall be kept, stored or allowed to accumulate on any Lot except within an enclosed structure or if appropriately screened from view. Family vehicles, which are kept in good repair and driven regularly, may be parked in the driveway.

7.7. Recreational Vehicles. Except for purposes of loading or unloading passengers or supplies (for a period of time not to exceed twenty-four (24) hours), all Recreational, Commercial or Oversized Vehicles must be parked in the side yard of a Lot behind the front corner of the Dwelling and behind an acceptable fence so as not to be visible from the street or any other Lot. Hard surface driveways (concrete, brick, pavers, asphalt etc.) are required and shall be properly maintained. No gravel driveways are permitted.

7.8. Lighting. All exterior lighting and interior lights reflecting outside shall not be placed in any manner which shall cause glare or excessive light spillage on any neighboring Lot(s). Reasonable holiday lighting and decorations may only be displayed during the period starting November 1 of each year to January 15 of the next year.

7.9. Signs. No sign of any kind shall be displayed to the public view on any Lot provided however, signs may be displayed on or from a Dwelling advertising the residence for sale or lease. All signs must be professionally painted, lettered and constructed.

7.10. Residential Use Only. Residential Improvements located on a Lot shall be used only for single-family residences. No Lot and no Dwelling on any lot shall be used for any purpose other than for a Dwelling. However nothing in this Declaration shall prevent the rental of a Lot by the Owner thereof, for residential purposes on either a short or long-term basis subject to all the provisions of this Declaration and the requirement that all such leases shall be in writing and that a violation of any of these Restrictive Covenants shall be a default under such lease.

7.11. Hazardous Activities. No activities shall be conducted on any Lot and no Improvements shall be constructed on any Lot, which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be

discharged upon any Lot. No open fires shall be lighted or permitted on any Lot, except as permitted by City ordinance, or except in a contained barbecue unit while attended and in use for cooking purposes, or within a safe and properly designed interior fireplace or exterior commercially constructed fire pit or container as permitted by City ordinance.

7.12. Erosion and Dust Control. In addition to all other measures taken to prevent or eliminate nuisances and conditions that are unsightly and detrimental to any other property or its occupants, in the cases of animals, vehicles, etc., adequate measures (including proper range and grazing techniques, seeding and maintaining natural vegetation such as dry grasses, wild flowers, etc.), shall be taken to maintain appropriate ground cover to prevent and control erosion and dust.

## ARTICLE VIII. LANDSCAPING AND DRAINAGE

8.1. Completion of Landscaping. The front yard of each Lot shall be fully landscaped no later than one (1) year following the completion of construction of any Dwelling on any Lot. The rear yard of each Lot is to be graded and or fenced within one (1) year following the completion of construction of any Dwelling on any Lot and fully landscaped not later than two (2) years following the completion of construction of any Dwelling on any Lot. Thereafter, each Owner shall maintain the landscaping on its Lot in a reasonably neat and good condition, and all dead trees, shrubs, plants or grass shall be promptly removed or replaced. Landscaping and all grading and drainage shall be initially designed in such a way to control water run-off so that any Lot within the Subdivision will not be adversely affected by another.

8.2. Front Yard Landscaping. The front yard of a lot is defined as the area of the lot beginning at the road pavement on any adjacent public street or roadway to a distance at least to the rear most part of the Dwelling from such public street or roadway. If the lot is on a corner of two or more public streets or roadways then the side yard adjacent to the public street or roadway, all the way to the rear property line, shall be included in the area to be landscaped. All areas defined herein shall be planted or sodded or otherwise maintained in a natural and native material or setting. All such areas shall be irrigated as necessary and cut or maintained to reflect a weed-free and attractive appearance.

8.3. Trees. A minimum of two (2) trees shall be planted on each Lot within the time outlined in Section 8.1. Trees shall be deciduous trees with a minimum diameter of one (1/2) inch caliper (the diameter of the tree ten (10) inches above the top of root-ball).

8.4. Road Rights of Way. Each Owner will maintain the area from the edge of road pavement to the front Lot line as needed to supplement City maintenance to ensure weed control, grass and vegetation height, uniform appearance, etc. Owners shall maintain the respective areas in front of their Lots free of trash, debris, etc.

8.5. Drainage. No material change may be made in the ground level, slope, pitch or drainage patterns of any Lot as fixed by the original finish grading except after first obtaining the prior written approval of the Design Review Committee. Grading shall be

maintained at all times so as to conduct irrigation and surface waters away from buildings and so as to protect foundations and footings from excess moisture. Any drainage flows directed to adjacent Lots should not exceed historic flows. Owners shall not impede or retain water flow in any of the natural drainage gulches.

### **ARTICLE IX. ENFORCEMENT AND NONWAIVER**

9.1. Right of Enforcement. At an Owner's own expense, Declarant and the Design Review Committee shall have the right to enforce all of the provisions of this Declaration against the Lot which is subject to the Declaration owned by such Owner. Such rights shall apply regardless of when the Lot became subject to the Declaration and regardless of the Owners thereof. Such right of enforcement shall include both damages for and injunctive relief against the breach of any such provision.

9.2. Violation a Nuisance. Every act or omission whereby any provision of this Declaration is violated in whole or in part, is hereby declared to be a nuisance and may be enjoined or abated by any Owner, at such Owner's own expense, or by Declarant or the Design Review Committee at the expense of the Owner of the Lot which is violation of the provisions of this Declaration, whether or not the relief sought is for negative or affirmative action. However, only Declarant, the Design Review Committee, and the duly authorized agent of either of them may enforce by self-help any of the provisions of this Declaration and then only if such self-help is preceded by reasonable notice to the Owner in violation.

9.3. Violation of Law. Any violation of any federal, state or local law, resolution or regulation pertaining to the ownership, occupancy or use of any property subject hereto is declared to be a violation of this Declaration and subject to all of the enforcement provisions set forth herein.

9.4. Enforcement. The Design Review Committee may bring any action at law or equity in any court available to it under the statutes of the State of Utah for enforcement of any provision of this Declaration.

9.5. Remedies Cumulative. Each remedy provided by this Declaration is cumulative and not exclusive.

9.6. No waiver. The failure to enforce any provision of this Declaration at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision hereof.

### **ARTICLE X. MISCELLANEOUS**

10.1. Term. This Declaration as the same, may be amended from time to time hereafter, including all of the Covenants, Conditions and Restrictions hereof, shall run until

December 31, 2020, this Declaration, including all such Covenants, Conditions and Restrictions shall be automatically extended for successive periods of ten years each, unless amended or extinguished by a written instrument executed by the owners of at least seventy-five percent (75%) of the Lots then in Talus Ridge and recorded in the Utah County real property records.

10.2. Mortgage Protection. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust, given in good faith and for value.

10.3. Amendment.

A. Special Provisions. No amendment of Section 10.2 shall be effective as to any Beneficiary who does not join in the execution thereof, provided that the Beneficiary's Deed of Trust is Recorded prior to the recordation of such amendment; provided however, that after foreclosure or conveyance in lieu of foreclosure the property which was subject to such Deed of Trust, shall be subject to such amendment. No amendment of this Declaration shall be effective until executed and recorded in the real property records of Utah County in the manner hereinafter provided.

B. By Declarant. Except as provided in Section 10.3A, this Declaration may be amended only by Declarant during the period of Declarant control. If Declarant wishes to amend this Declaration, it shall first give at least ten (10) days written notice to each Owner of a Lot then subject thereto of the time and place of a hearing to be held to consider such amendment. Such notice may be given in person or by mail. If such notice is given by mail, the effective date thereof shall be the third (3) day (other than a Saturday, Sunday or legal holiday) after such notice shall have been deposited in the United States mail, postage prepaid, and addressed to the residence of such Owner in Talus Ridge. If the Owners of seventy-five percent (75%) or more of the Lots which on the date of such hearing were subject to this Declaration, by written notice delivered to Declarant within fifteen (15) days after such hearing object to the amendment proposed by Declarant it shall not become effective. No amendment shall be effective until there has been recorded, in the real property records of Utah County, an instrument executed and acknowledged by Declarant setting forth the amendment and certifying that the above mentioned notice and hearing was given and held and that Declarant did not within twenty-five (25) days after said hearing receive written objections to the amendment from the Owners of seventy-five percent (75%) or more of said Lots, as aforesaid.

C. By Owners. Except as provided in Sections 10.3A and 10.3B, this Declaration may be amended by the recording in the Utah County real property records of an instrument executed and acknowledged by the Owners of at least seventy-five percent (75%) of the Lots subject to this Declaration at the time of the amendment.

D. Common Owners. For purposes of Sections 10.3B and 10.3C above, if more than one Person holds title to any Lot jointly or in common, the vote with respect to said Lot shall be held in the same manner. However, neither fractional votes nor split votes shall be allowed, and all joint or common Owners must object in writing to the proposed amendment

under Section 10.3B, or approve in writing the proposed amendment under Section 10.3C, as the case may be, or the vote with respect to such Lot shall not be counted.

10.4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate their purposes of creating a uniform plan for the development of the Lots subject hereto and promoting and effectuating the fundamental concepts of Talus Ridge has set forth in the RECITALS and DECLARATION of this Declaration. This Declaration shall be construed and governed under laws of the State of Utah.

10.5. Construction.

A. Restrictions Severable. Notwithstanding the provisions of the foregoing Section 10.4 each of the provisions of this Declaration shall be deemed independent and Severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural, and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge limit or otherwise affect that which is set forth in any paragraph, section or article hereof.



**EXHIBIT A**

**TALUS RIDGE**

**PROPERTY DESCRIPTION**

Real property located in Utah County, State of Utah which is specifically described as follows:

Lots 1 through 31, Talus Ridge Plat A, recorded in the Utah County Recorder's Office on February 25, 2015 as Entry No. 2015-14479, Book 53, Page 511.