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SAN JUAN COUNTY CORPORATION  
For: WILLIAMS THOMAS G

**DECLARATION OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
LONESOME LEFT ESTATES  
(Lots 1 through 6)**

**RECITALS**

WHEREAS, Thomas G. Williams and Nancy R. Wade (collectively "Declarant") are the owners of certain real property legally described as Lots 1 through 6, Lonesome Left Estates, according to the official Plat recorded on February 25, 2005 at Entry No. 076047 ("Plat") in the real property records of San Juan County, Utah;

WHEREAS, by the execution of this Declaration of Covenants, Conditions and Restrictions (the "Declaration"), Declarants desire to maintain and develop Lots 1 through 6, Lonesome Left Estates as a desirable multi-use community for light commercial activity, as permitted herein, including shop and warehouse space, small scale personal agriculture, and residential use;

WHEREAS, the covenants contained in this Declaration are imposed for the mutual benefit of all Lot Owners and Residents of Lonesome Left Estates, and may be amended from time to time as provided herein;

NOW THEREFORE, Declarant, being the owners of Lots 1 through 6, Lonesome Left Estates, heretofore described, situated in San Juan County, Utah, hereby makes the following Declaration containing covenants, conditions, and restrictions, which shall attach to Lots 1 through 6, Lonesome Left Estates and constitute binding covenants running with the land.

**ARTICLE 1  
PURPOSE AND INTENT**

It is the purpose of this Declaration and the Association enforcing the same to establish and maintain the Community as a desirable multi-use community for light commercial activity, as permitted herein, including shop and warehouse space, small scale personal agriculture and residential use; ensure that all Lots, and the improvements located therein, are of high quality and of suitable architectural design; develop and maintain property value for the Owners; provide for the maintenance of the private road serving Lots 1 through 6, Lonesome Left Estates; and do whatever may be deemed necessary, conducive, incidental or advisable to accomplish and promote said purpose and intent.

**ARTICLE 2  
DEFINITIONS**

1. Accessory Dwelling Unit" or "ADU" means an ancillary building on a Lot used for residential purposes, as further defined by the San Juan County's Land Use Code.
2. "Accessory Structure: means any ancillary building on a Lot that is enclosed on more than one side.
3. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot, as further described in Section 5.2 .
4. "Assessment" means all common expense assessments, insurance assessments, utility assessments, and any other expense levied to Lots pursuant to this Declaration or the Utah Common Interest Ownership Act, including interest, late fees, attorney fees, fines, and costs.

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5. "Association" means the Lonesome Left Estates Property Owners' Association, the entity formed for the governance of Lonesome Left Estates and the administration and enforcement of this Declaration and Rules and Regulations adopted by the Association.
6. "Board of Directors" or "Board" shall mean the Board of Directors, comprised of three (3) Members, which shall manage the Association. Until such time as Declarant sells five (5) lots, Declarant shall constitute the Board of Directors for purposes of granting or denying written approvals required herein.
7. "Bylaws" mean the Bylaws of the Association.
8. "Code" means the San Juan County's Land Use Code, as amended.
9. "Common Expenses" mean and refers to all expenditures made and liabilities incurred by or on behalf of the Association, together with any allocation by the Association to reserves, including those expenses incurred to manage, maintain, and repair the Common Space, which does not include the Water Distribution System, although referenced herein and serving certain Lots within the Community, which system is governed by the Separate Water Sharing Agreement recorded in the real property records of San Juan County.
10. "Common Space" means the Common Space shown on the Plat, including Tangren Circle, that portion of Tangren Lane adjacent to the Community, and Utility and Well Easements. Common Space does not include the Water Distribution System.
11. "Community" means Lots 1 through 6, Lonesome Left Estates, subject to this Declaration.
12. "Design Review Committee" or "DRC" means the committee of the Association appointed to consult or review and approve plans for Improvements in the Community. Until such time as Declarant sells five (5) lots, Declarant shall constitute the DRC for purposes of granting or denying written approvals required herein.
13. "Dwelling Unit" shall mean any plumbed residential unit, which includes a Single Family Residence and ADU. Dwelling Unit and Residence may be used interchangeably herein.
14. "Governing Documents" means the Articles of Incorporation, Bylaws, and Rules and Regulations, if any, of the Association and this Declaration, as amended.
15. "Improvement" means any improvement, structural or otherwise, construction, installation, alteration, addition, repair, excavation, and grading to the Lots, including, but not limited to dwelling units, including ADUs, buildings, outbuildings, additions, garages, carports, driveways, parking areas, fences, screening walls, signs, solar equipment, and wind harnessing or other energy generating equipment. Once an Improvement has been constructed, any subsequent alteration of or addition to or removal of that Improvement shall also constitute an Improvement.
16. "Lonesome Left Estates" means the entire Community approved by the San Juan County and more particularly described in the Plat. Lots 1 through 6 are referred to specifically as the "Community." Lots 7 through 11 are not subject to this Declaration.
17. "Lot" means Lots 1 through 6, Lonesome Left Estates.

18. "Lot Owner" or "Owner" means the owner of a Lot and includes the agents, invitees, guests, successors, and assigns of the Owner. A Member is also a Lot Owner.

19. "Member" means Lot Owner within the Community and includes the agents, invitees, guests, successors, and assigns of the Member. The Owners of Lots 7 through 11 are not Members of the Association.

### ARTICLE 3 GENERAL EASEMENTS

1. Utility Easements. The Association shall have the perpetual, non-exclusive easements as shown and described on the Plat, for general utilities, including without limitation, water, electrical, cable, and telephone utilities, together with the Association's right of ingress and egress to install, construct, maintain, and operate, repair said public utilities. The Association may assign this right to the San Juan County and other regulatory authorities as necessary for installation of utilities and inspections of the same from time to time.

2. Well Easements. The Association shall have a perpetual, non-exclusive well easement in the "15 Ft Utility Easements" shown on the Plat over, across, and through Lots 2 and 3 at the boundary with Tangren Circle, and in the "20' x 20' Utility and Well Easement" shown on the Plat located on Lot 4, for the Association's Water Distribution System, including the Shared Well, well house, and all associated water lines, pumps, laterals, connections, risers, panels, cables, valves, and other associated equipment installed, now or hereinafter, by Declarant or the Association.

3. Access Easements. The Association and each Owner, his guest and invitee, shall have an exclusive easement for ingress and egress over and across Tangren Circle and that portion of Tangren Lane adjacent to the Community. The easement is personal, and an Owner may not otherwise grant an easement or create a new roadway into the Community through his Lot. Both Tangren Circle and that portion of Tangren Lane adjacent to the Community are private and shall be maintained solely by the Association pursuant to Article 6. Owners shall not impede, damage or interfere with the right of ingress and egress over and across Tangren Circle or that portion of Tangren Lane adjacent to the Community by all Owners and the Association, which includes parking of any vehicles on these roadways.

4. General Emergency Easements. The Association, and all police, sheriff, fire protection, ambulance, and other similar emergency agencies or persons, now or hereafter servicing the Community, shall have a non-exclusive easement for ingress and egress to enter upon any part of the Community in the performance of their duties, including over and across the Common Space.

5. Owners' Easements of Enjoyment. Every Owner, including the Owner's family, tenants, and guest, shall have a right and easement of enjoyment in and to any Common Space, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to promulgate and publish Rules and Regulations affecting the same, and the right, power, and authority of the Association to grant any easement, right-of-way, or license affecting any Common Space for any purpose consistent with the intent of this Declaration.

6. Association's Easement of Access and Use. The Association shall have a perpetual easement of access and use over and across each Lot as necessary to the performance of obligations in this Declaration; provided, however, that this easement and use thereof shall not unreasonably interfere with or impair the use of any Improvements constructed on any Lot and shall be exercised only after reasonable notice to the Owner of the Lot.

#### ARTICLE 4 USE STANDARDS

1. Multi-Use Lots:

- a. *Residential Use Allowed.* Residential Use is permissible. Home Occupations are permissible, as permitted by applicable ordinances of San Juan County. Home Occupations which involve professional services without visits from the public/customers need not be approved by the Board of Directors. Home Occupations which allow visits from the public/customers constitute Limited Commercial Use, subject to Subsection 1(b) below.
- b. *Limited Commercial Use Permitted by Approval.* Limited commercial activity is permissible with written approval of the Board of Directors so long as such use will result in minimal additional demands on services and utilities available, such as trips over Tangren Circle, and demands on the Water Distribution System; the use does not cause unreasonable traffic, road damage, vibration, noise, dust, smoke, or odor to the detriment of the

Community and neighboring homes, to be determined in the sole discretion of the Association; and the use is permissible under the Code, this Declaration, and the Association's Rules and Regulations. The size and location for signs to advertise limited commercial business permitted herein shall be approved in writing by the Board of Directors. Light commercial use may be permissible without a residence on the Lot. "Light commercial" may include a wide variety of commercial activities, including woodworking and retail, other than those uses defined as Industrial below.

- c. *Personal Shop and Warehouse Space Allowed.* Personal shops and warehouses are permissible without a residence on the Lot. Use of shops and warehouses for personal or home occupations need not be approved by the Board of Directors; light commercial use of shops and warehouses must be approved by the Board of Directors in compliance with this Article 4.
  - d. *Industrial Use Prohibited.* All industrial uses are prohibited within the Community. Industrial shall mean heavy manufacturing; activities extractive in nature such as mining, including gravel pits, or processing of the same; and any activity that causes dangerous or hazardous waste or generates air or water pollution.
2. Permanent Dwelling Units Only. As more specifically defined below, all Dwelling Units must be permanent and approved by the DRC. Modular homes newer than 2008 are permitted on permanent foundations; provided, however that mobile and manufactured homes are prohibited.

- a. **Manufactured home** means a transportable factory built housing unit constructed on or after June 15, 1976, according to the Federal Home Construction and Safety Standards Act of 1974 (HUD Code), which is eight body feet or more in width or 40 body feet or more in length, or 400 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities. **Mobile home** means a transportable factory built housing unit built prior to June 15, 1976, in accordance with a state mobile home code which existed prior to the HUD Code.

3. **Accessory Buildings.** All Accessory Buildings, including shops/workshops, metal buildings, sheds, and barns must be approved by the DRC. Quonset huts, all other structures with a semicircular cross-section, and fabric buildings are prohibited. All Accessory Buildings require a roof pitch of 3/12 slope or steeper. In addition, all Accessory Buildings must be at a minimum two-tone with natural earth colors that harmonize with the surrounding environment, with a contrast between the trim and the main building.

4. **No Temporary Structures.** No temporary structures, including without limitation trailers, RVs, and tents shall be used for residential purposes on any Lot, except:

- a. An Owner may live in a trailer or RV on a temporary basis during construction of a Dwelling Unit for a period not exceeding two (2) years and only upon written approval of the DRC; and
- b. An Owner may live in an RV for up to a total of four (4) months during a calendar year.

5. **Maintenance of Property.** Each Lot and the improvements erected thereon shall be kept and maintained in a proper, neat and orderly manner and in good repair by the Lot Owner, and shall be used and enjoyed in a manner that promotes common sense and respect for the Community. No trash, ashes, garbage, rubbish, debris or other refuse shall be thrown, dumped or allowed to accumulate on the Lots. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse, which shall be screened from the public view and protected from wind and animals. Each Lot Owner shall be solely responsible for the maintenance of such Lot Owner's Lot and its landscaping and other improvements in accordance with the Governing Documents.

- a. Storage of equipment and materials is allowed in a manner consistent with this Subsection 5, if maintained in a proper, neat and orderly manner that promotes common sense and respect for the Community.

6. **Landscaping.** Any landscaping done to a Lot requires a combination of low water, native plants, and/or edible landscapes. No invasive plants shall be planted. No lawn greater than 120 square feet is permitted.

7. **Animals.** No animal shall be tethered outside regularly or be bred within the Community for sale. No "puppy mills" shall be allowed. Dogs at large are prohibited if they are a nuisance, which shall be determined in the sole discretion of the Association. Owners shall be limited to no more than two (2) dogs; three (3) cats; four (4) large farm animals, including horses, cows, llamas, or bison; or six (6) small farm animals, including sheep and goats; or twelve (12) poultry, including chickens and turkeys.

8. Vehicles. All vehicles stored outside on each Lot must be licensed, registered, and operational. Vehicles may not be parked on or along the Common Space.

9. Subdivision. Further Subdivision of the Lots is prohibited.

## ARTICLE 5 THE ASSOCIATION

1. Membership. As further explained in the Bylaws of the Association every record Owner of a fee interested in any Lot subject to this Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of such Lot shall be the sole qualification for such membership. Each Lot, regardless of the number of Dwelling Units, including ADUs, built upon the Lot, shall be allocated one (1) vote which shall be cast as a single vote and shall not be subject to fractional voting. No votes allocated to a Lot owned by the Association may be cast.

2. Allocated Interest. The Allocated Interests, the Common Expenses liability and the votes in the Association allocated to each Lot, are based on the total number of votes in the Association. Each Lot shall have an Allocated Interest of 1/6 regardless of the number of Dwelling Units built thereon.

3. Association Management of Common Space. The association shall own, operate, maintain, and repair the Common Space, as defined in Subsection 2.10, for the benefit of the Community, and in a condition which will minimize soil erosion, fire, and weed infestation. Operation, maintenance and repair of Tangren Circle and that portion of Tangren Lane adjacent to the Community shall mean keeping the roadways in safe, attractive order and repair; repairing damage to the roadways caused by weather or the operation, maintenance, repair or replacement of the roadways or utilities thereunder; removing any debris or materials that prevent access to the Community; and replacing or making necessary or desirable alterations, additions, betterments or improvements to the roadways. Further, the Association may create additional Rules and Regulations regarding management of the Common Space, as necessary.

## ARTICLE 6 ASSESSMENTS

1. Creation of Association Lien. The Association shall charge Assessments on an annual basis against all Lots, which Assessments shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during each Assessment year. The Association may also charge Special Assessments for special and future anticipated costs and expenses, such as necessary upgrades and repairs to the Common Space. The budget shall be submitted to the Lot Owners for ratification pursuant to the Utah Common Interest Ownership Act and as set forth in the Bylaws, as amended. Assessments, apportioned based on the Allocated Interests, shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board. The omission or failure of the Board to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Lot Owners from their obligation to pay.

2. Personal Obligation to Pay Assessments for Common Expenses. Each Lot, and each Lot Owner, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association Assessments for Common Expenses and such other Assessments as imposed by the Association. Such Assessments, including fees, charges, late charges, attorneys' fees, fines and interest charged by the Association shall be the personal obligation of the Owner of such Lot at the time when the Assessment or other charges became due.

3. Unpaid Assessments Constitute Lien. Assessments for Common Expenses as imposed by the Association, including fees, charges, attorneys' fees, ad interest, shall be a charge and continuing lien upon the Lot against which each such Assessment is made. If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due. The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them. No Owner may become exempt from liability for payment of the Assessments by waiver of the use or enjoyment of the Common Space or by abandonment of the Lot against which the assessments are made. All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board is not properly exercising its duties and powers hereunder.

4. Apportionment of Common Expenses. Except as provided in this Declaration, all Assessments for Common Expenses shall be assessed in accordance with Section 5.2.

5. Lot Specific Assessments. The Association shall have the right to add to any Owner's Assessment, those amounts expended by the Association for the benefit of a Lot and its Owner, including without limitation: a) fines, improvement, repair, replacement and maintenance of a Lot that an Owner failed to perform (after notice required herein); b) improvement, repair, replacement and maintenance to the Common Space caused by the negligent or willful acts of any Owner, his guests, agents, licensees, lessees or invitees; and c) all other expenditures or charges which the Board of Directors, in its sole discretion, allocates to a Lot.

6. Effect of Non-Payment of Assessment. Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within ten (10) days after the due date hereof, as established by the Board, shall bear interest at the rate of ten (10%) per annum from its due date. In addition, the Association may assess a reasonable late charge thereon as determined by the Board, which late fee shall be no less than fifty dollars (\$50) to reimburse the Association for its administrative burden. Further, the Association may file a Notice of lien against the Lot and bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also foreclose on its lien against such Owner's Lot. An action at law or in equity by the Association against a Lot Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor. If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her lot, the Board may take possession and rent said Lot or apply for the appointment of a receiver for the Lot without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest to the extent permitted under the Utah Common Interest Ownership Act.

7. Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Lot except: (1) liens and encumbrances recorded before the recordation of

the Declaration; (2) a first lien security interest on the Lot (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Lot. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Lot shall not affect the lien for said Assessments or charges except that proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, no cancellation or forfeiture shall relieve any Owner from continuing liability for any Assessment charges thereafter becoming due, no from the lien thereof.

## ARTICLE 7 ARCHITECTURAL REVIEW

1. Design Review Committee. The Association shall create a Design Review Committee ("DRC") prior to construction of any Improvements on any Lots in the Community, which Committee shall be comprised of at least three (3) Members of the Association. The DRC shall review and approve construction and site development plans for each Improvement. The DRC shall approve said plans by a majority vote of its Members.
2. Design Approval. Prior to construction of any Improvement, the DRC shall review and approve construction plans to ensure compliance with this Declaration and any other design review requirements contained in the Governing Documents. The Lot owner shall submit to the DRC one set of Plans consisting of a site development plan, exterior elevations, and a list of all exterior materials and colors to be used. The DRC may request any additional information, plans, specifications, and reports it deems necessary to evaluate the development proposal throughout the approval and construction process. In the event the DRC fails to take any action within thirty (30) days after its receipt of Plans and any requested additional information to it, then all of said submitted plans shall be deemed to be approved. The DRC shall not unreasonably disapprove architectural plans consistent with this Declaration.
3. Design Criteria. In addition to any design review requirements imposed on each Owner by the DRC, when constructing any Improvements, landscaping, and alterations to Improvements on a Lot or landscaping of a Lot:
  - a. Conformity and Harmony with Landscape. Each Owner shall endeavor to protect the conformity and harmony of exterior appearance of structures with neighboring structures and natural surroundings as to external design, materials, siting, height, topography, grade, and finished ground elevation, and the preservation of the aesthetic beauty of the surrounding landscape.
  - b. Preservation of Natural Drainage. In addition, no structure shall be placed or located on any Lot in such a manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns. Likewise no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or otherwise alter such drainage.



c. *Building Height.* The maximum height of any Improvement located within the Community shall be twenty-eight (28) feet; provided, however that the maximum height of any improvement on Lot 2, Lonesome Left Estates, shall be twenty-six (26) feet. Heights shall be measured from the lowest adjacent finish grade to highest peak of roof.

d. *Setbacks.* The setbacks for each Lot shall be in accordance with the Code, provided, however, that the setback on Lot 2, Lonesome Left Estates shall be seventy-five (75) feet from the rear/north Lot line to protect the viewshed of the adjoining property.

e. *Exterior Colors.* Exterior colors of all Improvements within the Community shall be natural and earthy in tone to conform and harmonize with the landscape. The use of white or off-white or cream as an exterior color is prohibited except for use as a trim color.

f. *Exterior Materials.* Highly reflective material (including galvanized steel) and grey masonry block is prohibited; provided, however, that colored masonry block is permissible with approval of the DRC.

g. *Lighting.* Exterior lighting shall be installed and operated in a manner as to prevent undue glare or reflection affecting adjacent lots and to minimize night lighting of the sky. The Association has the right to demand removal of any light deemed to be a nuisance to the Community.

4. *Construction Timeline.* All construction on any Lot must be performed diligently and in a timely manner. All exterior construction, including site preparation, must be completed within two (2) years from the date the Owner obtains written approval of the architectural plans. The DRC may consider a request for an extension upon good cause shown.

5. *Expiration of Design Approval.* All DRC approvals shall expire within two years after the DRC provides written notice of such approval. An Owner may request the DRC extend the design approval for one additional six-month term for good cause shown only if the Members have not amended the design and architectural criteria. If the Members have amended the design and architectural criteria, an extension of the design approval may not be approved, and the Owner must resubmit new architectural plans as required herein.

6. *DRC Process Supplement.* These requirements supplement the building permit, inspection, and approval process required by San Juan County and the State of Utah. Each Owner shall be responsible for understanding and obtaining any approval and licensure required by local and state jurisdictions.

7. *Rules and Regulations.* The Association may adopt additional Rules and Regulations of or relating to Architectural or Construction Standards and Review, and such other matters as shall be deemed necessary or appropriate from time to time.

#### ARTICLE 8 MISCELLANEOUS

1. *Severability.* Each of the covenants, conditions and resolutions contained in this Declaration shall be deemed independent and separate and the invalidation of any one shall not affect the validity and continued effect of any other.

2. Paragraph Headings. The paragraph headings in this instrument are for convenience only and shall not be considered in construing the restrictions, covenants and conditions contained herein.

3. Singular and Plural. Wherever utilized herein, the singular shall include the plural, and the plural shall include the singular. Furthermore, wherever utilized herein, the masculine shall be deemed to include the feminine, and the feminine shall be deemed to include the masculine.

4. Waiver. Waiver or failure to enforce any restriction, covenant or condition of this Declaration of Covenants shall not operate as a waiver of any other restriction, covenant, or condition.

5. Amendment. This Declaration may not be amended for two (2) years from its original date of recording, except by unanimous vote of lot owners, or as permitted below in Article 8, Section 7. After the initial two-year period expires, this Declaration may be amended only upon the affirmative vote of sixty seven percent (67%) of the Members entitled to vote, after Notice has been sent to all Members pursuant to the Bylaws, which sets forth that the meeting is being conducted for the purpose of amendment and contains a copy or a summary of the amendment.

6. Binding Effect. The provisions of this Declaration shall be deemed to be covenants running with the land benefiting and burdening all of the Community. Additionally, this Declaration shall be binding upon, and inures to the benefit of, Declarant, their successors and assigns.

7. Technical Amendments. Declarant hereby reserves the right and power to record technical amendments to this Declaration for the purposes of correcting spelling, grammar, dates or as is otherwise necessary to clarify the meaning of the provisions of this Declaration.

8. Compliance with Provisions. Lot Owners shall comply strictly with the Governing Documents and this Declaration. Failure to comply with any provision of the Governing Documents shall be grounds for the imposition of fines, for violations and/or for an action to recover sums due for damages or injunctive relief or both, together with reasonable attorneys' fees, and court costs and shall be maintainable by the Board on behalf of any Owner.

9. Release and Indemnity. By accepting a deed to a Lot (whether or not expressly stated therein), each Lot Owner agrees to indemnify and hold harmless Declarant from and against any and all losses, damages, costs, expenses or liabilities related to or arising in connection with, any claims, actions, causes of action, liability, suits or demands of or by a Lot Owner for any disturbance, inconvenience, noise, nuisance, personal injury, sickness, death, property damage or other risk resulting from, or associated with, the development, construction, use, maintenance and operation of the Community, including without limitation, any of the professional services, activities, occurrences, conditions, state of facts, events or situations related thereto.

IN WITNESS WHEREOF, Declarant approves this Declaration effective as of the

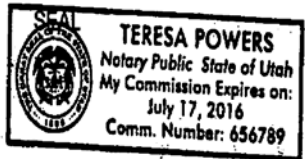
14<sup>th</sup> day of November, 2014.

Thomas G. Williams  
Thomas G. Williams

Nancy R. Wade  
Nancy R. Wade

STATE OF UTAH            )  
                                          ) ss.  
COUNTY OF GRAND        )

The foregoing Declaration was acknowledged before me this 14<sup>th</sup>  
day of November, 2014 by Thomas G. Williams and Nancy R. Wade.



Teresa Powers  
Notary Public