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After Recording Return To:
Harvest Crossing Villas HOA
c/o Candace Gittins
3208 W. Harvest Run Drive
South Jordan, UT 84095

13292866
06/09/2020 11:02 AM \$40.00
Book - 10957 Pg - 6260-6265
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
HARVEST CROSSING VILLAS HOA
3208 W HARVEST RUN DR
SOUTH JORDAN UT 84095
BY: TCA, DEPUTY - WI 6 P.

Awning/Pergola

**NOTICE OF INDEMNIFICATION
AND
HOLD HARMLESS AGREEMENT**

THIS INDEMNIFICATION/HOLD HARMLESS AGREEMENT AND RELEASE (the "Agreement"), effective as of the date executed by Parties hereto, is made and by and between the Harvest Crossing Villas Owners Association, Inc. (the "Association"), a domestic non-profit corporation, and LeAnn L. Koncar ("Owner"), an individual owning property within the Association at 10489 S. Harvest Glory Dr
So. Jordan, Ut. 84095. The foregoing may be referred to collectively as the "Parties" or individually as a "Party."

POOR COPY
CO. RECORDER

RECITALS

WHEREAS, Owner requests the the following improvements, upon common area or limited common area (collectively "common area"), specifically:

Owner would like to have a patio awning installed at their address.

which will impact the common area(s) of the Association (collectively "Improvements");

WHEREAS, the Association is responsible for the maintenance of the common areas;

WHEREAS, the Association does not desire to be responsible for, or cause other owners within the Association to be responsible for, any damages, repairs, maintenance, replacements injuries or other consequences of allowing Owner to install, use, or maintain said Improvement in the common area of the Association;

WHEREAS, the Parties desire by this Agreement to permit Owner to attach and maintain a structure to common area property or install the Improvements identified above, which impacts the common area and for Owner to indemnify, hold harmless, and release Association to obtain such permission.

WHERAS, by signing below, Owner warrants and certifies that the Improvement would not jeopardize the soundness or safety of the common area, reduce its value or impair any easement of the other owner within the Association.

AGREEMENT

Exhibit A

NOW, THEREFORE, for and in consideration of the various promises and obligations contained herein, and for good and valuable consideration, the receipt, fairness, and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, hereby mutually agree as follows:

1. **Scope of Project:** Parties agree that Owner shall have certain use and a temporary, revocable easements over the Common Area located (Common Area allowed to be used): **Those Owners wishing to add a patio awning to their Unit may make a request through the Architectural Committee. The following rules apply. Contractor must be Utah Awnings, the color must be white with wood grain finish, The patio awning must follow the approved drawing, the Owner bears all costs, upkeep and insurance on the patio awning.**

1. Owner stipulates to the following additional conditions not stated herein:

_____. Specification of the project is attached.
Owner agrees not to exceed the scope written above. *(Signature)*

2. **Indemnification.** Owner, on behalf of themselves and any heirs, beneficiaries, executors, administrators, insurers, agents, guests, invitees, family, employees, successors (i.e., subsequent purchasers) and assigns (hereafter collectively referred to as "Indemnitors"), for themselves and for all persons claiming by, through or under them, irrevocably covenants, promises and agrees to indemnify the Association, its Management Committee, owner/members, management company, their insurers, successors and assigns, agents, employees and attorneys (hereafter collectively referred to as "Indemnitees"), for themselves and for all persons claiming by, through or under them and to hold the Indemnitees harmless from and against any and all losses, claims, expenses, suits, repairs, replacements, damages, costs, demands or liabilities, joint or several, of whatever kind or nature which the Indemnitees, for themselves and for all persons claiming by, through or under them, may sustain or to which they may become subject arising out of or relating in any way to the Improvement.

3. **Increased Costs to Association.** Indemnitors agree that any increase in the cost for the Association for insurance and/or to reconstruct, operate, maintain and repair the common areas which might result from the installation, construction and/or use of said Improvement shall be borne by Indemnitors and such costs shall constitute a lien on Indemnitors' unit.

4. **Assumption of Risk and Liability.** Indemnitors further agree to assume all responsibility and liability for any and all upkeep, maintenance, repair, replacement, injury, death to any person, or damages caused by or related to the installation, use, condition or maintenance of said Improvement regardless of whether or not such person is an invitee, guest, heir, beneficiary, or family member of Indemnitors. Indemnitors further agree to assume all responsibility and liability for damage and/or destruction to any and all property resulting from

IN WITNESS WHEREOF, the parties have executed or have caused these presents to be executed by their duly authorized officers or representatives as of the day and year first above written.

OWNER:

Debra L. Kocca

Owner Name:

Address:

5/27/20

Date

Subscribed and sworn to before me on 5/27, 2020.



Notary Public for Utah:

M. Harris

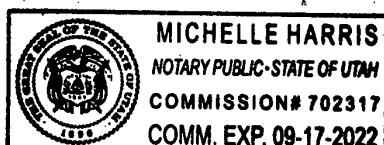
HARVEST CROSSING VILLAS OWNERS ASSOCIATION, INC.:

Caradace Gitter
President Board Member

5-27-20

Date

Subscribed and sworn to before me on 5/27, 2020.



Notary Public for Utah:

M. Harris

Exhibit A

BK 10957 PG 6262

the installation and/or use of the Improvement, regardless of whether such property is private, public, or otherwise.

5. Binding Agreement. This Agreement constitutes the entire Agreement of the parties hereto relative to the subject matter hereof and supersedes all prior agreements between the parties relative to the subject matter hereof, if any, including all written and oral communications between the parties and/or their respective legal counsel.

6. Amendments. This Agreement may not be amended or modified in any way except by a written instrument executed by all parties hereto.

7. Recitals. All of the terms and representations in the above Recitals are incorporated herein by reference.

8. Enforcement. In the event it is necessary for any party hereto to enforce the terms and provisions of this Agreement against any other party hereto, the prevailing party or parties in any such enforcement action shall be entitled to recover all costs and fees of such enforcement, including reasonable attorneys' fees.

9. Governing Law. This agreement shall be interpreted, construed, and governed by the laws of the State of Utah without regard to conflict of law provisions.

10. Captions and Headings. Any captions and headings that may be appearing in this Agreement are for convenience only, and shall in no way be deemed to define, limit or extend the scope or intent of the paragraphs which they precede.

11. Severability. If any provision of this Agreement is adjudged invalid, the remainder of this Agreement shall remain in full force and effect, and shall be valid and enforceable to the fullest extent permitted by law.

12. Recordation. Owner, as evidenced by their signature below, hereby permits the Association to record this Agreement in the Records of the Salt Lake County Recorder's Office, against the Owner's respective Unit. Owner further acknowledges that a valid legal description will be attached to this Agreement after execution for the purpose of recording this Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE]

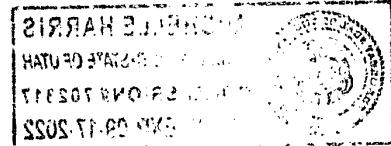


EXHIBIT A

(Legal Description)

Lot 121, HARVEST CROSSING VILLAS, PHASE 1 PUD, according to the official plat on file in the office of the Salt Lake County Recorder's Office.

Parcel No. 27-17-279-016-0008

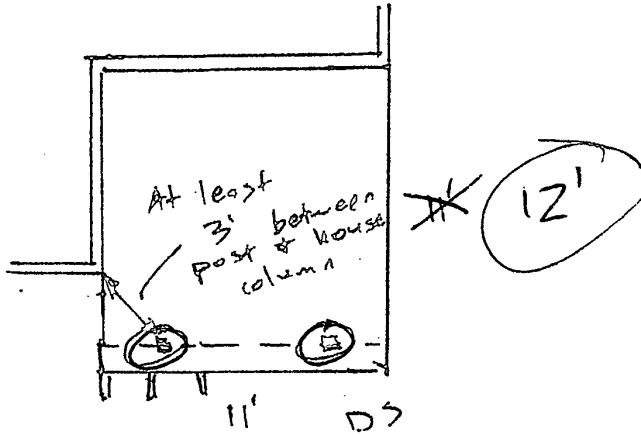
CONTRACT AND INVOICE

Name: LeAnn Koncan
 Address: 10489 Harvest Glory Dr.
 City: SS Zip: 84095
 Phone: _____ Email: _____
 Who referred you? _____
 Can we use you as a reference? Y N

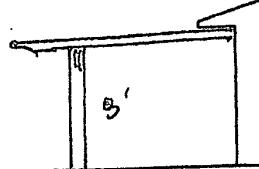


Style Newport h8 d11 w11
 Attachment Z C I
 Footing Anchor
 Panel Type and Color Flat - white
 Wrap ✓ End Cut Scalloped Color white
 Column 6x7 Beam 33
 Fan Beam Shade Support

Est. Install Date April 28 / ASAP
 Contract total: 2000 3250
 Down Payment: _____
 Due on Completion: 1400 1850



Changes per customer
 + \$ 450 for extra length
 + 2 footings

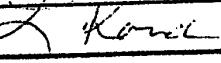


Roofing/Stucco Alteration: No Yes Cost _____

Contractor and the Owner agree and bind themselves as follows:

- 1) Contractor to provide the improvements/remodeling/reconstruction/rehabilitation (hereinafter "the work"), in a workmanlike manner and in accordance with the plans and specifications provided or in accordance with the attached Scope of Work to the property listed above. Contractor is not responsible to repair existing conditions on home unless specified in this agreement. Contractor will build assuming that the property is built to meet current building codes, including electrical and framing. Any damage caused by contractor will be repaired/ or paid to be repaired by Contractor "as if" property meets current building code requirements. Also, Contractor assumes that roofing and stucco have been installed properly, including flashing and drip edge, and will not be held responsible for leaking caused by improper installation of roofing and stucco. It is understood that the Awning is not intended to be a waterproof structure, and shall not be deemed defective by reason of leakage; however, Contractor shall make every effort to make sure the Awning is as waterproof as possible.
- 2) Owner agrees, binds, and obligates him/herself to pay Contractor for the work for the sum listed above. All materials are custom ordered. Therefore, Owner also agrees to pay additional charges for any changes made by the home owner not included in this contract. Interest at the rate of 1.5% per month will be charged for past due amounts. In the event that Buyer defaults or otherwise breaches this agreement, Buyer agrees to pay all court costs and reasonable attorney fees incurred by Contractor in the collection under or enforcement of this agreement.
- 3) Construction will commence and substantial work will be completed on or about the install dates listed below. However, this time period may, at the Contractors option, be extended one day for each day of delay, if construction is delayed due to weather, material shortages, delay of material shipment, Owner delays, or acts of God. Failure of Contractor to timely complete shall not be considered default. Note: Any time Owner has taken time off work to supervise install will be made at their own discretion and WILL NOT be reimbursed for time missed under any circumstances.
- 4) Owner agrees and obligates himself to obtain all necessary and/or required approvals and/or acknowledgements from any Committee whose jurisdiction is relevant to work. Owners shall allow Contractor and employees access to the area being worked on during construction period of 7 o'clock a.m. to 5 o'clock p.m.

Salesman Signature 

Customer Signature 

Date 4/10/17