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Date: 06-JAN-2021 10:31:54AM
Fee: \$40.00 Credit Card Filed By: CH
STINDI HCLYCKX, Recorder
SAN JUAN COUNTY CORPORATION
For: WILSON, LLOYD & ANDREA

**DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS OF
TRAILHEAD PROJECT**

This Declaration of Covenants, Conditions, and Restrictions ("Declaration") is made and executed this 8th day of ~~December 2020~~ January, 2021, by Lloyd Lee Wilson, and Andria L. Wilson, ^{aka} (collectively, "Declarant"). ^{aka Lloyd Wilson} ^{Andria Wilson}

RECITALS

WHEREAS, Declarant holds legal title to a certain tract of real property located in San Juan County, Utah, more particularly described as follows:

Lots 1A, 1B, 1C, 1D, 6A, 6B, 6C, and 6D of the Lonesome Left Estates
Subdivision, according to the official plat thereof, Amendment No. 3.

(the "Property");

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WHEREAS, Declarant desires to develop the Property with lots and other improvements;

WHEREAS, by this Declaration, Declarant intends to establish a common plan for the development, possession, use, enjoyment, maintenance, operation, restoration, and improvement of the Property and the interests therein conveyed, and to establish thereon a planned unit development in accordance with the terms contained herein;

NOW THEREFORE, it is hereby declared that the Property shall be subject to the following covenants, conditions, and restrictions, which shall attach to the Property and Project, and shall constitute binding covenants running with the land:

**ARTICLE I
VISION AND PURPOSE**

The Trailhead Project, as defined and provided herein, shall serve as a desirable residential area; promote the health, safety, and welfare of the Lot owners, their guests and invitees; and ensure that all Lots and the Improvements located therein are high quality and of suitable architectural design.

ARTICLE 2
DEFINITIONS

Unless otherwise expressly provided herein, the following words and phrases, when used in this Declaration shall be deemed to have the following meanings.

- 2.1 County: San Juan County, Utah
- 2.2 Declaration: this Declaration of Covenants, Conditions, and Restrictions, as amended.
- 2.3 Dwelling: that portion of any building (including garage, deck, patio, and other Improvements) located on a Lot, designed and intended for use and occupancy as a single-family residence, and owned by an Owner.
- 2.4 Effective Date: the date last executed below.
- 2.5 Improvement: the installation, construction, repair, maintenance, painting, or staining a structure, including homes, garages, patios, decks, and any exterior surface; landscaping, including vegetation, trees, hedges, shrubs, bushes, and rock work; fencing; solar collectors, panels, and equipment; radio and TV antennas and equipment; lighting; pools, spas, and hot tubs; excavation, fill, ditch, diversion dam or any other device which affects or alters the natural flow of surface or subsurface water from upon, under, or across any portion of the Property; or any utility line, conduit, pipe, or other related facility or equipment.
- 2.6 Lot: a separately numbered lot, parcel, plot, or other division of land designated for separate ownership or occupancy and shown on the Plat. "Units" and "Lots" may be used interchangeably herein.
- 2.7 Ordinance: Ordinance shall mean the San Juan County Zoning Ordinance, as amended.
- 2.8 Owner(s): Owner shall mean the owner of record title, whether one or more persons or entities, to any Lot which is a part of the Property.
- 2.9 Plat: the Plat of Lonesome Left Estates Subdivision recorded in the real property records of San Juan County, Utah, and all amendments, modifications, and additions thereto.
- 2.10 Project: Project shall mean and refer to the Property and the plan of development and ownership of the Property created and governed by this Declaration.
- 2.11 Property: the real property restricted by this Declaration, including all easements, rights, and appurtenances belonging thereto, and all Improvements erected or to be erected thereon.

2.12 Unit: a separately numbered parcel, plot, or other division of land designated for separate ownership or occupancy and shown on the Plat for the Property. "Units" and "Lots" may be used interchangeably herein.

ARTICLE 3
DESCRIPTION OF THE PROJECT

3.1 Description of the Project. The Trailhead Project is a planned unit development intended to be a desirable residential area comprised of eight (8) Lots (1A, 1B, 1C, 1D, 6A, 6B, 6C, and 6D), as shown and depicted on the Plat.

ARTICLE 4
USE RESTRICTIONS

4.1 Residential Use Only. The Lots shall be occupied and used for single-family residential purposes only. Timeshare or fractional interests as defined in Utah Code § 57-19-1 *et seq.* are expressly prohibited. An Owner may lease their Lot or residence on a long-term basis provided that such lease is written and expressly subject to this Declaration. An Owner may lease their Lot or residence on an overnight or short-term basis provided that such overnight or short-term rental is expressly subject to this Declaration and is appropriately licensed by local and/or State authorities.

4.2 Home Business. The pursuit of a trade, business, or profession within a Lot shall be permitted, so long as the use is clearly secondary to the residential use of the premises; the use does not use pesticides or excessive amounts of water; the use does not cause excessive traffic, disruption, odor, noise or nuisance; and the use is compliant with the Code and this Declaration.

4.3 No Subdivision. The Lots may not be further subdivided or partitioned from the Lot configurations shown on the Plat.

4.4 Nuisances. No Lot or Improvement thereon shall be used, occupied, or altered in a manner which creates a nuisance, interferes with the rights of any other Owner.

4.5 Signs. Signs identifying the address or owner or advertising Lots for sale or rent as well as political or campaign signs are permissible on each Lot provided that such signs shall be of reasonable and customary size and comply with all local sign ordinances.

4.6 Animals. No more than three (3) ordinary household pets such as a dog, cat, or bird may be kept on a Lot, subject to the following provisions:

- a. Dogs at large are prohibited and must be leashed at all times outside.
- b. Animal breeding of any kind is prohibited.
- c. Farm animals, fighting dogs, roosters, and commercial animals are prohibited. Pets which make an unreasonable amount of noise, including incessant barking, constitute a nuisance and are prohibited.

d. Each Owner shall be responsible for and pick up all animal waste from any area outside their Lot within the Property.

4.7 Parking/Storage. Owner's vehicles, trailers, campers, RVs, and recreational equipment of all types shall be parked or stored in the Owner's garage. Owner's vehicles, trailers, campers, RVs, and recreational equipment of all types must be screened from public view when not in use. On-street parking shall be permissible only for overflow guest parking and shall in no event block another Owner's driveway. All titled vehicles parked or stored in the Property must be licensed, operational, and in good condition. Trucks in excess of two (2) tons shall be stored off-sight and may not be parked in the Property, except as necessary for construction and deliveries.

4.8 Garbage, Refuse, and Recycling Disposal. All rubbish, trash, garbage, and recycling shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage, recycling, and other waste shall not be kept except in sanitary containers. All equipment, clothes lines, dog runs, garbage and recycling bins, woodpiles, or storage piles shall be kept screened and concealed from view. If an Owner elects to use the County's trash or recycling service, trash and recycling bins shall be removed from the roadway and brought back to a screened and concealed location on the same day the County picks up trash or recycling.

4.9 Maintenance. Each Owner shall keep and maintain his or her Lot and the Improvements erected thereon, including the driveways and walkways, in a proper, neat and orderly manner which protects and maintains the high-quality integrity of the Property. Further, each Owner shall use and enjoy his or her Lot in a manner that promotes common sense and respect for other Owners, including the exterior maintenance of all Improvements.

4.10 Weeds. Owner shall not permit weeds and invasive plants to grow or reproduce on his or her Lot. Each Owner shall, to the extent possible, eradicate weeds and invasive plants with mechanical and natural (non-chemical) means.

4.11 No Temporary Structures. No temporary structures, recreational vehicles ("RV"), trailers, tents, garages or any other outbuildings shall be used as a residence, including temporary camping, on any Lot within the Property, whether short-term or long-term by the Owner, or its guests and invitees.

4.12 Power Equipment and Car Maintenance. No power equipment or vehicle repairs, other than minor repairs requiring no more that twenty-four (24) hours work, shall be permitted on any Lot.

4.13 Reconstruction after Damage. In the event of destruction to a Dwelling, the Owner shall, as promptly as practical, restore and repair the Dwelling to its former condition. An Owner shall use the proceeds of any property insurance for re-construction or repair of a Dwelling for that purpose.

4.14 Burning. Burning of brush and debris on any Lot is prohibited except as allowed by San Juan County ordinance.

4.15 Color of Units. All units shall be of a uniform color scheme.

4.16 Fencing Between Lots. All fencing between Lots shall be co-owned and jointly maintained by the respective Lot Owners on either side of the fence.

ARTICLE 5
MISCELLANEOUS

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

5.2 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.

5.3 Singular and Plural. Wherever utilized herein, the singular shall be deemed to include the plural, and the plural shall be deemed to 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.

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

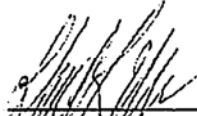
5.5 Binding Effect. The provisions of this Declaration, as amended, shall be deemed to be covenants running with the land benefiting and burdening all of the Property.

5.6 Enforcement. The Declarant, any Owner, or the County shall have the right, but not the obligation, to enforce, by any proceedings at law or in equity all restrictions, conditions, and covenants now or hereafter imposed by this Declaration. In such action, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.


Signatures Follow

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

DECLARANT:



Lloyd Lee Wilson, aka Lloyd Wilson

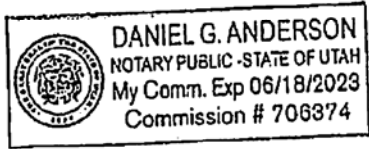


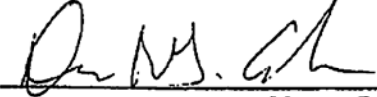
Andria L. Wilson, aka Andria Wilson

STATE OF UTAH)
 San Juan) ss
COUNTY OF GRAND)

On ~~December 8, 2020~~ ^{January 8, 2021}, the foregoing Declaration was acknowledged and sworn to me by Lloyd Lee Wilson, aka Lloyd Wilson and Andria L. Wilson, aka Andria Wilson, as Declarant.

SEAL





Notary Public
Residing at Monticello, Utah