

SUPPLEMENTARY



## INDIGO TRAILS SUBDIVISION, PHASE 1-G

Kayenta Development Inc., Declarant under the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Indigo Trails Owner Association, made an Official Record of Washington County, September 09, 2016 as Document 20160033357, and herein referred to as "Declaration". Declarant hereby exercises its rights and privileges under said Declaration as follows:

1. Declarant hereby annexes to the Indigo Trails Owners Association the following described property located in Ivins City, County of Washington, State of Utah, concluding as set forth that certain plat filed as Document \_\_\_\_\_ dated \_\_\_\_\_:

All of Indigo Trails Owners Association Subdivision, Phase 1-G, more particularly described as follows

(see Exhibit A attached hereto)

2. Lot 25, 26, and 42, Indigo Trails Subdivision Phase 1-G are hereby added to the Indigo Trails subdivision. The number of lots added is 3.
3. Lot owner's in the new phase described above will become a member of the Indigo Trails Owner Association and will be entitled and subject to all rights, powers, privileges, covenants, restrictions, easements, charges, and liens as set forth in the original Declaration of Indigo Trails Owners Association as supplemented. Where specific clauses are set forth in this Supplementary Declaration, they shall control over the Declaration. The annexed land is to be

held, sold, conveyed, encumbered, occupied, and approved as part of the property, subject to the Declaration, as supplemented by this document.

4. Declarant continues to reserve all rights to expand, and such other rights as are Conferred in the Declaration. Declarant further reserves the right to grant access for ingress and egress for all utilities to any other project in the area where the roads of this Plat may serve other future projects.

5. The same architectural covenants as contained in the Declaration of Indigo Trails subdivision shall apply to this subdivision Phase 1-G described as Exhibit A, except as modified by this Supplemental Declaration.

6. Due to the sensitive nature of the topography and /or location, or other Features Declarant reserves unto itself or its assigns the right to architectural approval of any building or landscape plan that may be proposed for such lot. Said right to architectural approval of any building or landscape plan may be withheld by Declarant if the opinion of Declarant the proposed plans would be detrimental to the project in any material way. The decision of the Declarant in this regard shall be final.

7. Public utilities and drainage easements as established on Indigo Trails Subdivision Phase 1-G are herein further reserved by Declarant to provide easement for communication and/or irrigation as may be determined by Declarant.

8. Declarant reserves the right to grant access to entities of its choice regarding Irrigation distribution lines and communications conduits which may be placed in the common areas including appurtenant easements thereto.

9. Supplements and modifications to the basic ACC standards as they apply to Indigo

Trails Subdivision, Phases 1-G are as follows:

Coverage. A building envelope for each individual lot shall be established which shall set forth set-backs as declarant deems appropriate for all structures above 2 feet in height. All walled structures and fenced yard enclosures shall be approved by the ACC and property line fences shall not be allowed.

Building Envelope. For the Indigo Trails Subdivision, Phases 1-G, the building envelope as determined at sole discretion of declarant shall establish set-back lines and define the area of the lot in which the actual building structure including interior living areas, garage areas, and trellis/ramada or portico, and other exterior covered areas are allowed to occupy. Said building structure coverage is defined herein as dwelling area, garage area and covered outdoor area higher than Two feet above finish grade. The intention of this provision is to allow for creation of interesting and highly articulated building geometries resulting in an architecture rich in broken planes, recesses, and projections with building mass subdued through the development of shade and shadow on its exterior elements. Courtyard areas which are enclosed by courtyard walls are less than five feet in height, patio areas, and swimming pool areas may extend beyond the boundaries of the building envelope. (In this regard, "building envelope" is a misnomer in that the construction/ coverage area of the site may extend beyond the envelope boundaries.)

Landscape: Subject to a Common Landscape Agreement managed by the HOA and concerning portions of the subject lot. The plan to provide maintenance in the periphery areas of the lot and including side yards, backyard, and front yard areas and areas outside of courtyards and patio associated with the home, the purpose of which is to provide continuity of landscape and a level

of quality maintenance. Homeowners will be assessed by the HOA for the services managed by the H.O.A.

This Common Landscape Agreement will continue until the declarant feels the intent of the landscape agreement is working or needs to continue in order to achieve the purpose stated above.

At transfer of the lot to the new lot owner from the developer, The Developer will put \$1,250.00 in the HOA Landscape Maintenance Budget from the Sale of the lot and the Home Owner will put \$1,250.00 into the Landscape Maintenance budget at the transfer of the lot to the new lot owner. This is a one-time fee at the original sale of the lot. The monthly HOA Dues will be determined by HOA. The dues include the Landscape Maintenance, Drainage Maintenance and the maintenance of the Mailboxes and or any other common property of the HOA.

The lot owner has the responsibility to plant the areas listed above per the Landscape plan that is approved by the ACC. The lot owner will supply water separate from the homeowner's water system for the irrigation and maintenance of these areas.

#### Streetscape

Streetscape boarding roadways to remain natural and unencumbered by rock boundaries or walls. Its natural indigenous landscape is protected. All landscape supplementation provided in the natural un-built area of the site to be approved by ACC. All address standards to be approved by ACC at street/driveway location.

#### Three Car Garage

A three car garage is required. An unencumbered space ten feet wide by twenty feet long is to be provided for each of the three cars or vehicles.

Apron

As a transitional surface between the driveway (generally gravel) and the asphalt paved street, a concrete apron is required and to be installed as approved by the ACC.

Drainage

Natural run off shall be maintained free of obstruction allowing for drainage from contributing upstream properties to be drained away from building sites to storm drain infrastructure appropriate for the particular site. The resultant runoff is delivered to the natural drainage swells through storm drain system and/or street drainage as has been approved by the city.

10. Declarant reserves unto itself the right to require the lot owner to plant and provide for the maintenance of the landscape trees and shrubs in conjunction with the construction of the residents. This includes all easement areas that lie within lot and road right of way associated with lot.

11. Declarant reserves unto itself the right and authority to act as the Architectural Control Committee (A.C.C.) until such time as Declarant decides to turn the said responsibility to the Indigo Trails Owners Association and its appointed A.C.C provided however that the continued reservation of the declarant right as set forth in paragraph 6 of this document remains in effect.

12. Declarant continues to reserve the right to modify and supplement the basic Architectural. Control Committee standards for Indigo Trails Subdivision, Phases 1-G, Subdivision in order to clarify the intent of declarant's architectural concept provided at the sole discretion of the Declarant said modifications result in no material harm to the architectural and landscape integrity of the Indigo Trails Subdivision.

DATED this 6<sup>th</sup> day of May 2021.

DECLARANT:

Kayenta Development, Inc.

By: 

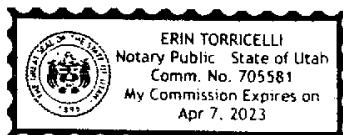
Lance Anderson, President

STATE OF UTAH )

)ss.

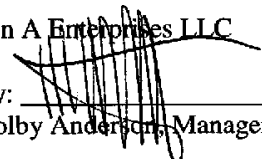
County of Washington )

On the 6<sup>th</sup> day of May, 2021 personally appeared before me  
Lance Anderson, President of Kayenta Development, Inc., of the foregoing document, who  
acknowledged to me that they executed the same pursuant to authority given by their respective  
Board of Directors of Kayenta Development, Inc.



  
Notary Public

A n A Enterprises LLC

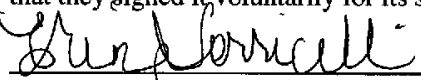
By:   
Kolby Anderson, Manager

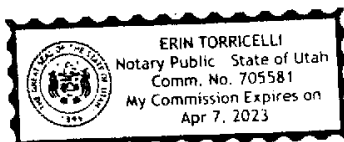
STATE OF UTAH )

: ss.

County of Washington)

On this 6<sup>th</sup> day of May, 2021, before me personally appeared Kolby  
Anderson, personally known to me or proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) are signed above on this document, and acknowledged before me  
that they signed it voluntarily for its stated purpose.

  
Notary Public



**NAME: INDIGO TRAILS PHASE 1-G**

**LOTS: 3 MAP: 4607**

**PARCEL: I-SB-53-A I-SB-81-A**

**ANA ENTERPRISES LLC**

**PARCEL A**

BEGINNING AT A POINT BEING SOUTH 00°52'33" WEST 369.78 FEET ALONG THE SECTION LINE AND EAST 187.38 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 85°41'20" EAST 189.92 FEET; THENCE SOUTH 23°26'47" WEST 47.47 FEET; THENCE SOUTH 01°27'43" EAST 52.83 FEET; THENCE SOUTH 19°23'38" WEST 26.78 FEET; THENCE SOUTH 15°33'36" WEST 61.14 FEET; THENCE SOUTH 00°52'24" WEST 23.47 FEET; THENCE NORTH 89°07'36" WEST 149.50 FEET; THENCE NORTH 00°52'24" EAST 216.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.808 ACRES

**PARCEL B**

BEGINNING AT A POINT BEING SOUTH 00°52'33" WEST 769.59 FEET ALONG THE SECTION LINE AND EAST 569.81 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 84°11'41" EAST 128.37 FEET; THENCE SOUTH 16°16'29" EAST 128.26 FEET; THENCE SOUTH 83°52'14" WEST 118.06 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°37'38", HAVING A RADIUS OF 303.20 FEET (RADIUS POINT BEARS SOUTH 80°53'02" WEST), AND WHOSE CHORD BEARS NORTH 19°25'47" WEST 108.57 FEET; THENCE ALONG THE ARC OF SAID CURVE 109.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°40'40", HAVING A RADIUS OF 354.53 FEET (RADIUS POINT BEARS NORTH 61°38'24" EAST), AND WHOSE CHORD BEARS NORTH 26°31'15" WEST 22.75 FEET; THENCE ALONG THE ARC OF SAID CURVE 22.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.346 ACRES