

THE SHORES HOMEOWNERS ASSOCIATION RULE ON THE USE OF GOATS

Pursuant to the rule-making authority set forth in section 8.6(i) of the Covenants, Conditions and Restrictions of the Shores Subdivision (“CCRs”), the Board of Directors has adopted the following rule:

Section 3.4 of the CCRs provides that no animals shall be “kept” on any Residential Lot. If the conditions set forth in this rule are satisfied, that section shall not be interpreted or applied to prevent homeowners from contracting for the use of domestic goats owned by others to consume grasses or other vegetation on their lots as an alternative to using mechanical or other means to trim or control such grasses or vegetation.

The conditions for the use of goats for the foregoing purpose are as follows:

1. The homeowner shall sign and deliver to the Board of the Association an Agreement, Release and Indemnification in the form attached hereto.
2. If the area to be serviced by the goats lies within the Conservation Area administered by the City of Eagle, the landowner shall notify the City of Eagle before such vegetation control begins and shall comply with all requirements of the City.

AGREEMENT, RELEASE AND INDEMNIFICATION

The undersigned homeowner has stated a desire to use domestic goats owned by others to control, trim or reduce grasses and other vegetation on the homeowner's property that is within The Shores subdivision. The homeowner hereby agrees to abide by the Board's rule governing the use of goats for this purpose, **including the obligation to notify the City of Eagle and to comply with all requirements of the City.** The homeowner also agrees as follows:

1. The homeowner releases The Shores Homeowners Association and its members, directors, contractors and agents from any liability, damages, costs or expenses that may result from the use of goats on the homeowner's property.
2. The homeowner agrees to pay any damages to the property or person of any other member of the Association, or its directors, contractors and agents, that may result from the use of goats, including, but not limited to, damages to the common areas of the Association, damages to the Conservation Areas within the subdivision property, damage to neighbors' property (both inside and outside the boundaries of the Shores), and damage to automobiles, pedestrians, pets or any other property.
3. The homeowner hereby indemnifies and will hold harmless the Association, and its directors, contractors and agents from any claims, liability, damages, costs or expenses that may be asserted against them or any one of them individually, that may result from the use of goats, including, but not limited to, claims of liability or damage to the common areas of the Association, damages to the Conservation Areas within the subdivision property, damage to neighbors' property (both inside and outside the boundaries of the Shores), and damage to automobiles, pedestrians, pets or any other property.

Dated this ___ day of _____, 2020.

Homeowner: