

WHEN RECORDED MAIL TO:
Wasatch Land & Title Insurance Agency, Inc.
946 North 200 East
Spanish Fork, Utah 84660

**AGREEMENT AND DECLARATION OF LOT OWNERS IN
SPANISH TRAILS SUBDIVISION, PLAT "F"**

RECITALS

- (a) Spanish Trails Subdivision, Plat "B" was recorded in the Utah County Recorder's Office on September 2, 1999, as Entry No. 97897:1999.
- (b) A Declaration of Easements, Covenants, Conditions and Restrictions of Spanish Trails, Plat "B", a Planned Residential Development was recorded, immediately after the plat map described above, as Entry No. 97898 in Book 5205 at Page 409 of the official records.
- (c) An Instrument nominated as "Amendments & Agreement to Declaration of C, (sic)C & R's of Spanish Trails Plat "B" was recorded August 6, 2008 as Entry No. 88131:2008 of the official records.
- (d) Spanish Trails Subdivision, Plat "F" ("the Plat") was recorded January 25, 2018 as Entry No. 8080:2018 and is a vacation of Lots 22-29 of Spanish Trails Plat "B".
- (e) There are no CC&R's recorded against the lots in Spanish Trails Subdivision, Plat "F" ("the Subdivision").
- (f) The Plat shows that each of the lots in the Subdivision is 58 feet long and 27 feet wide. Each lot has a 10-foot limited common area at the rear of the lot.
- (g) The Plat also shows additional areas which are designated as either common areas or as private ownership. This area includes "gaps" between some of the adjacent lots and areas to the rear of the designated limited common areas.
- (h) The owners of each of the lots in the Subdivision desire to clarify the use, restrictions, designations, and maintenance of the limited common areas and the common areas.

NOW, THEREFORE the Owners of each of the lots in the Subdivision agree, state and declare that all of the Lots described herein are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, covenants and conditions, all of which are declared and agreed to be in furtherance of plan for the Subdivision. Improvement and sale of the property are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and every Lot or portion thereof, to prevent nuisances and secure to each of the Lot Owners the full benefit and said enjoyment of said Property. The acceptance of any deed to or conveyance of any part or portion of the Property by the grantees therein named or by their legal representatives, heirs, executors, administrators, successors or assigns, shall constitute their covenant and agreement with each other to accept, hold, improve, use and convey said Lots described and conveyed in or by such deed or conveyance subject to said restrictions, covenants and conditions as follows, to wit:

- 1. No Homeowner's Association.** It is the intent and desire of the owners of each of the lots in the Subdivision that no home owner's association be formed or used to govern the limited common areas, the common areas or the Subdivision as a whole. This paragraph does not preclude the formation and use of a home owner's association at some point in the future.
- 2. Limited Common Areas.** The limited common areas (whose dimensions are 10 feet by 27 feet) attached to, or located at the rear of, each lot shall be used, enjoyed and maintained solely and exclusively by the fee owner to which the limited common area is attached.
- 3. Party Wall Agreement.** The owners of each lot will sign a Party Wall Agreement to govern rights and obligations associated with shared walls and space between units.
- 4. Additional Gap.** There is also a gap on the southern boundary line of Lot 29 and the Subdivision's Southern boundary line. The owner of lot 29 shall be entitled to the sole and exclusive use of this area and shall be solely responsible for the upkeep and maintenance of this area.
- 5. Use and Possession.** Each of the lot owners shall also be entitled to the sole and exclusive use of the common areas from the Northeast corner of the respective designated common areas on a line extrapolated (using the same course and direction of the boundary line between each lot's respective adjacent lot) from said Northeast corner to the Eastern boundary line of the Subdivision.¹ A copy of a survey attached hereto as Exhibit "B", completed by LEI Engineering shows these extrapolated boundaries.
- 6. Architectural Control Committee.** The owners of each of the lots may desire to setup an architectural control committee to establish uniformity and consistency of the structure and order in the design and construction of the Party Wall described herein and the homes to be constructed, to achieve a more homogenous theme within the Subdivision.

6-1. Fencing. Each Owner may install, erect, and construct a white vinyl fence not to exceed eight (8) feet in height at his/her/its sole expense. The Owner has the right but not the duty to

¹ Each of these areas have been physically marked on site.

erect said fence around the perimeter of the lot area afforded it by this Agreement and as adjusted herein, to wit. The perimeter and boundary line of each lot is shown by the survey attached hereto as Exhibit "B". Each Owner shall be solely responsible for the maintenance, care and upkeep of the fence according to the standards set forth in the following paragraph.

The cost, expense, maintenance, upkeep and repair of those lots that share a common boundary, including those lots sharing a boundary in the gap area, shall be governed by the Party Wall Agreement.

7. Maintenance. Each Owner shall, at his own cost and expense, maintain his/her/its respective lot, together with the adjustments made herein for the designated limited common areas and the common areas shall maintain, keep, possess his/her/its lot and all appurtenances and improvements constructed thereon, in good condition and repair at all times. Each owner shall do everything possible to keep the lot, and related improvements in good and attractive condition. No Owner shall openly or wantonly neglect or fail to perform such duty.

8. Owner Insurance Obligations. Each owner shall be responsible to procure and maintain in force, at his own cost and expense, the insurance coverage set forth and required by the Architectural Control Committee (if formed) or for his/her/its lot, as adjusted by this Agreement.

9. Form of Conveyancing. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a lot shall describe the interest or estate involved substantially as follows:

Lot _____, Plat F, Spanish Trails Subdivision, Spanish Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

10. Enforcement of Restrictions. Each lot owner, mortgagee, or beneficiary of a trust deed shall have the right to exercise or seek any remedy at law or in equity to interpret, enforce compliance with, or obtain redress for violation of, this Agreement. The prevailing party in any such action shall be entitled to collect court costs and reasonable attorney's fees.

11. Effective Date. This Agreement, and any amendments or supplements thereto, shall take effect upon being filed for record in the Public Records.

12. Subject Property. The property affected by this Declaration is described in Exhibit "A", attached hereto and incorporated herein.

EXECUTED by each lot owner on the day and year first above written.

By: [Signature]
Travis Butler, Member Manager of Apple Homes, LLC

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 31 day of January, 2019, personally appeared Travis Butler as Member Manager of Apple Homes, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in their authorized capacities, and that by their signatures on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

[Signature]
NOTARY SIGNATURE

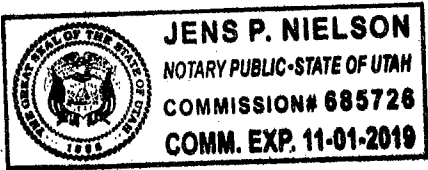


EXHIBIT A
Subject Property

Lots 22, 23, 24, 25, 26, 27, 28 & 29, Plat "F", Spanish Trails Subdivision, Spanish Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

Tax Serial Nos: 66-609-0022, 66-609-0023, 66-609-0024, 66-609-0025, 66-609-0026, 66-609-0027, 66-609-0028, 66-609-0029

EXHIBIT B
Survey

