

Agreement Page 1 of 4

Gary Christensen Washington County Recorder
01/23/2024 02:01:06 PM Fee \$40.00 By JENKINS
BAGLEY SPERRY, PLLC

WHEN RECORDED RETURN TO:
1592 N Parkstone Road
Washington, UT 84780

Recorded against the property
Described in Exhibit A

Maintenance and Lot Line Agreement

WHEREAS, GM Legacy Foundation, LLC is the owner ("Owner") of certain real property located within the Silverstone III Homeowners Association ("Association") identified as Parcel Number W-SNGS-3-116, located at 1592 N Parkstone Road, Washington, UT 84780 (the "Property");


WHEREAS, the rear of the Property abuts what is identified as common area within the Association;

WHEREAS, a question has arisen as to where the rear Property line is in relation to the common area within the Association;

NOW THEREFORE, the Owner and Association enter into the following Maintenance and Lot Line Agreement ("Agreement") with regard to where the rear Property line is in relation to the common area within the Association:

1. The Owner and the Association hereby agree that the wall/fence along the rear boundary of the Property (as existing at the time this Agreement is recorded) (the "Wall") shall be the Property line between the Owner's Property and the common area of the Association.
2. Based upon this Property line, Owner agrees that it will maintain, repair, and replace all improvements on its side of the Property line, including the Wall.
3. The Owner and Association acknowledge that at the time of entering into this agreement there are two palm trees ("Palm Trees") on the Association's side of the Property line.
4. Notwithstanding the fact that the Palm Trees are on the Association's side of the Property line, the Association agrees to allow the Owner reasonable access to the Palm Trees (upon request and approval by the Association) in order to perform periodic trimming of the Palm Trees or in the case of an emergency.
5. The Owner and the Association intend for this Agreement to be binding upon their successors, heirs, guests, invitees and assigns, to be recorded against the Property, and to run with the land. In the event any enforcement action under this Agreement is taken, the prevailing Party shall be entitled to recover their reasonable costs and attorney fees from the non-prevailing party.

GM Legacy Foundation, LLC


Its Authorized Representative

STATE OF UTAH

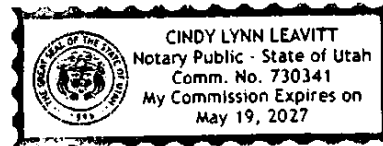
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COUNTY OF WASHINGTON)

On this 22 day of January, 2024, personally appeared before me Gregg Geddes who being by me duly sworn, did say that he/she is the authorized representative of GM Legacy Foundation, LLC and this Agreement was signed by him/her on behalf of GM Legacy Foundation, LLC and that he/she is authorized by GM Legacy Foundation, LLC, to execute this Amendment.


NOTARY PUBLIC



Silverstone III Homeowners Association

Its Authorized Representative

STATE OF UTAH

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:SS

COUNTY OF WASHINGTON)

On this ____ day of _____, 2024, personally appeared before me _____ who being by me duly sworn, did say that he/she is the authorized representative of Silverstone III Homeowners Association and this Agreement was signed by him/her on behalf of Silverstone III Homeowners Association and that he/she is authorized by Silverstone III Homeowners Association, to execute this Amendment.

NOTARY PUBLIC

GM Legacy Foundation, LLC

Its Authorized Representative

STATE OF UTAH

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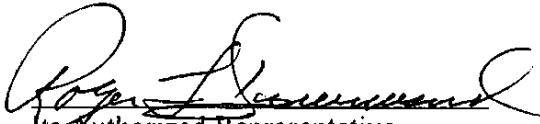
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COUNTY OF WASHINGTON)

On this _____ day of _____, 2024, personally appeared before me _____ who being by me duly sworn, did say that he/she is the authorized representative of GM Legacy Foundation, LLC and this Agreement was signed by him/her on behalf of GM Legacy Foundation, LLC and that he/she is authorized by GM Legacy Foundation, LLC, to execute this Amendment.

NOTARY PUBLIC

Silverstone III Homeowners Association


Its Authorized Representative

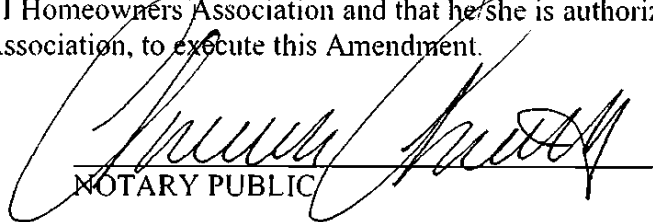
STATE OF UTAH

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COUNTY OF WASHINGTON)

On this 11 day of January, 2024, personally appeared before me Robert Dawnward who being by me duly sworn, did say that he/she is the authorized representative of Silverstone III Homeowners Association and this Agreement was signed by him/her on behalf of Silverstone III Homeowners Association and that he/she is authorized by Silverstone III Homeowners Association, to execute this Amendment.


NOTARY PUBLIC

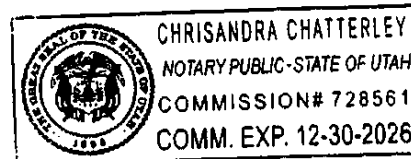


Exhibit A

All of Lot 116, Silverstone 3 at Green Springs, according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

Parcel Number: W-SNGS-3-116