

ENT88536:2022 PG 1 of 6  
**Andrea Allen**  
**Utah County Recorder**  
2022 Aug 08 02:35 PM FEE 40.00 BY CH  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

WHEN RECORDED MAIL TO:

Holbrook Farms Master Association  
978 E. Woodoak Lane  
Salt Lake City, UT 84117

File No.: 159437-RCF

### **Agreement to Opt-Out of Scandia Clubhouse**

In Reference to Tax ID Number(s):

41-996-2749

## AGREEMENT TO OPT-OUT OF SCANDIA CLUBHOUSE

This **Agreement to Opt-Out of Scandia Clubhouse** (this "Agreement") is entered into by and between Holbrook Farms Master Association, Inc., with a registered address of 978 East Woodoak Ln., Murray, UT 84117, and Ralph Greenway (the "Owner") of Lot 2749 located at 2416 N 4120 W, Lehi, UT 84043 (collectively, the "Parties").

### RECITALS

A. The Scandia Clubhouse is a recreational amenity servicing the Scandia and Gardens Benefitted Service Areas in the Holbrook Farms Master Association in Lehi, Utah.

B. The Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Holbrook Farms and applicable supplements thereto (the "CC&Rs") and the Scandia Clubhouse Facility Rules & Regulations govern the memberships in the Scandia Clubhouse.

C. Only the first purchaser of a lot at Gardens has the choice to opt-out of membership in the Scandia Clubhouse and this decision runs with the land.

### AGREEMENT

For the reasons recited above and based upon the mutual promises and covenants set forth below, and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the undersigned Parties hereby agree as follows:

1. Owner is the initial owner of Lot No. 2749 at Gardens Holbrook Farms located in Utah County, Utah according to the official plat thereof on file in the office of the Utah County Recorder (the "Lot") and has the authority to enter into this Agreement.

2. Holbrook Farms Master Association, Inc. hereby grants to Owner approval to opt-out of the Scandia Clubhouse and agrees that the Owner's Benefitted Common Area Assessment shall be adjusted accordingly.

3. Owner for himself or herself, and his or her successors and assigns hereby:

a. Opted out of and ceases a membership in the Scandia Clubhouse (the "Membership") and all rights and obligations appurtenant to the Membership, subject to the CC&Rs and other applicable governing documents governing the Lot and the Scandia Clubhouse, as they may be amended or supplemented from time to time.

b. Acknowledges and agrees that this Membership opt-out shall run with the land, is irrevocable, and may not be partitioned or separated from the Lot, nor may it be terminated,

withdrawn, or abandoned.

c. Authorizes Holbrook Farms Master Association, Inc., its successor or assigns to record this Agreement in the office of Recorder for Utah County against his or her Lot.

d. Acknowledges and agrees that the Association's actual costs for recording may be specially assessed to the Owner.

4. It is expressly agreed by the Parties that this Agreement is supplemental to the CC&Rs, as heretofore supplemented or amended, which are by reference made a part hereof, and all the terms, conditions, and provisions thereof, unless specifically modified herein, are to apply to this Agreement and are made a part of this document as though they were expressly rewritten, incorporated, and included herein.

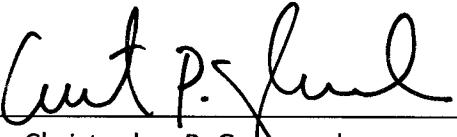
5. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, then that provision will be fully severable. This Agreement will be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there will be added automatically, as a part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

6. This Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties.

7. With regard to the Membership, this Agreement contains the entire understanding between the Parties with respect to matters covered or mentioned in this Agreement and no prior agreement, letters, representations, warranties, promises, or understandings pertaining to any such matters shall be effective for any such purpose.

SIGNATURES CONTAINED ON FOLLOWING PAGES

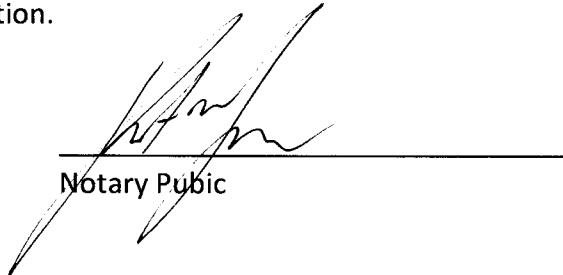
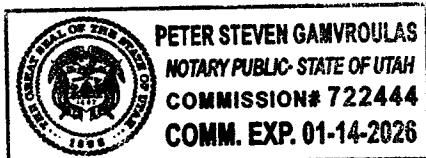
HOLBROOK FARMS MASTER ASSOCIATION, INC

By: Christopher P. Gamvroulas  
President

Date: August 3, 2022

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

Before me, on the 3<sup>rd</sup> day of August, 2022, personally appeared Christopher P. Gamvroulas, in his/her capacity as the authorized representative of the Holbrook Farms Master Association Management Committee who acknowledged before me that he/she executed the forthgoing instrument on behalf of the Association.

  
Notary Public

## OWNER:

Ralph C Freeman  
Signature

7-21-22  
Date

Ralph C Freeman  
Printed Name

## JOINT OWNER (if applicable):

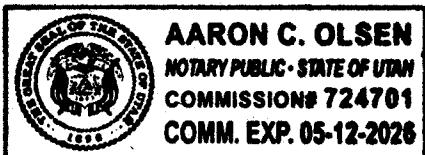
Bonnie Freeman  
Signature

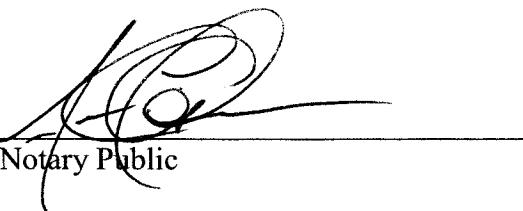
7-21-22  
Date

BONNIE FREEMAN  
Printed Name

STATE OF UTAH )  
:ss  
COUNTY OF Utah )

Before me, on the 21<sup>st</sup> day of July, 2022, personally appeared Ralph and Bonnie Freeman who acknowledged before me that he/she/they executed the foregoing instrument.



  
Notary Public

File No. 159437-RCF.

**EXHIBIT A**  
**PROPERTY DESCRIPTION**

Lot 2749, HOLBROOK FARMS PLAT B, PHASE 7, according to the official plat thereof as recorded in the office of the Utah County Recorder.

Tax Id No.: 41-996-2749