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03/12/2019 09:23 AM \$42.00
Book - 10759 Pg - 6432-6434
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ITH, LLC
14034 S 145 E, STE 202
DRAPER UT 84020
BY: NPA, DEPUTY - WI 3 P.

When Recorded Return to:
ITH, LLC
c/o Bryan Flamm
1099 W. South Jordan Pkwy
South Jordan, UT 84095

NOTICE OF REINVESTMENT FEE COVENANT

Cobalt Village Plat "G"

Pursuant to Utah Code Ann. § 57-1-46(6), the Cobalt Village Owners Association ("Association") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A (the "Burdened Property"), attached hereto, which is subject to the Declaration of Covenants, Conditions and Restrictions for Cobalt Village recorded with the Salt Lake County Recorder June 22, 2017 as Entry No. 12561216, in Book 10570, and beginning at Page 4303, and any amendments or supplements thereto (the "Declaration").

The Reinvestment Fee Covenant requires, among other things, that upon the transfer of any of the Burdened Property subject to the Declaration, the transferee, other than the Declarant, is required to pay a reinvestment fee as established by the Association's Board of Directors in accordance with Section 5.20 of the Declaration, unless the transfer falls within an exclusion listed in Utah Code § 57-1-46(8). In no event, shall the reinvestment fee exceed the maximum rate permitted by applicable law.

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within **Cobalt Village Plat "G"** that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:
Cobalt Village Owners Association
1099 W. South Jordan Parkway
South Jordan, Utah 84095
2. The burden of the Reinvestment Fee Covenant is intended to run with the Burdened Property and to bind successors in interest and assigns.
3. The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on the Burdened Property.
4. The duration of the Reinvestment Fee Covenant is perpetual. The Association's members, by and through a vote as provided for in the amendment provisions of the Declaration, may amend or terminate the Reinvestment Fee Covenant.
5. The purpose of the Reinvestment Fee is to assist the Association in covering the costs

of: (a) common planning, facilities and infrastructure; (b) obligations arising from an environmental covenant; (c) community programming; (d) resort facilities; (e) open space; (f) recreation amenities; (g) common expenses of the Association; or (h) funding Association reserves.

6. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property.

IN WITNESS WHEREOF, the Declarant has executed this Notice of Reinvestment Fee Covenant on behalf of the Association on the date set forth below, to be effective upon recording with the Salt Lake County Recorder.

DATED this 12th day of February, 2019.

ITH, LLC
a Utah limited liability company,

By: _____
Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 12th day of February, 2019, personally appeared before me Nathan Shipp who by me being duly sworn, did say that she/he is an authorized representative of ITH, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Katelyn Mickelsen
Notary Public



EXHIBIT A
[Legal Description]

All of **Cobalt Village, Plat "G"**, according to the official plat on file in the office of the Salt Lake County Recorder.

More particularly described as:

A portion of the Southeast 1/4 and the Southwest 1/4 of Section 14, Township 4 South, Range 1 West, Salt Lake Base & Meridian, located in Salt Lake County, Utah, and being more particularly described as follows:

Beginning at a point located N89°46'54"E along the section line 269.26 feet and South 2949.38 feet from the North 1/4 Corner of Section 14, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence S27°27'59"E 86.92 feet; thence along the arc of a 21.00 foot radius curve to the right 15.36 feet through a central angle of 41°53'41" (chord: S6°31'08"E 15.02 feet); thence S75°34'18"E 38.00 feet; thence along the arc of a 59.00 foot radius non-tangent curve (radius bears: N75°34'18"W) to the right 16.97 feet through a central angle of 16°28'33" (chord: S22°39'59"W 16.91 feet); thence S30°54'15"W 35.78 feet; thence S62°32'01"W 177.15 feet; thence N87°27'59"W 20.00 feet; thence S62°32'01"W 41.88 feet; thence S26°25'49"W 16.97 feet; thence S62°32'01"W 19.67 feet; thence along the arc of a 329.50 foot radius curve to the right 16.58 feet through a central angle of 2°52'57" (chord: S63°58'30"W 16.58 feet); thence S65°24'58"W 32.06 feet; thence N84°35'02"W 20.00 feet; thence S65°24'58"W 67.54 feet; thence S35°24'58"W 20.00 feet; thence S65°24'58"W 177.35 feet; thence N84°35'02"W 20.00 feet; thence S65°24'58"W 5.78 feet; thence along the arc of a 69.00 foot radius curve to the right 114.01 feet through a central angle of 94°40'01" (chord: N67°15'01"W 101.47 feet); thence N70°19'58"E 38.00 feet; thence along the arc of a 31.00 foot radius non-tangent curve (radius bears: N69°46'37"E) to the right 19.67 feet through a central angle of 36°21'34" (chord: N2°02'37"W 19.34 feet); thence N16°08'10"E 97.42 feet; thence along the arc of a 5.00 foot radius curve to the right 7.85 feet through a central angle of 90°00'00" (chord: N61°08'10"E 7.07 feet); thence S73°51'50"E 15.23 feet; thence along the arc of a 61.00 foot radius curve to the left 46.42 feet through a central angle of 43°36'09" (chord: N84°20'06"E 45.31 feet); thence N62°32'01"E 527.24 feet; thence along the arc of a 5.00 foot radius curve to the right 7.85 feet through a central angle of 90°00'00" (chord: S72°27'59"E 7.07 feet) to the point of beginning.

Parcel #: 33-14-327-018

Contains: ± 2.39 Acres