WHEN RECORDED RETURN TO: Edge Homes Utah, LLC 13702 S. 200 W. #B12 Draper, UT 84020 13658198
5/10/2021 3:42:00 PM \$80.00
Book - 11171 Pg - 9398-9400
RASHELLE HOBBS
Recorder, Salt Lake County, UT
TRIDENT TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 3 P.

## NOTICE OF REINVESTMENT FEE COVENANT

(Bringhurst Station Townhomes Phase 1, Plat 2)

Pursuant to Utah Code § 57-1-46(6), the Bringhurst Station Townhome Association ("Association") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in <a href="Exhibit A">Exhibit A</a> (the "Burdened Property"), attached hereto, which is subject to the Declaration of Covenants, Conditions, and Restrictions for Bringhurst Station Townhomes recorded with the Salt Lake County Recorder on <a href="Sept-14">Sept-14</a>, 2020 as Entry No. <a href="33912009">33912009</a>, 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 5.19 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 Bringhurst Station Townhomes that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:

Bringhurst Station Townhome Association 13702 S. 200 W. #B12 Draper, UT 84020

- 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 21 day of September, 2020.

**DECLARANT** 

EDGE HOMES UTAH, LLC

a Utah limited liability company,

By: Struckladd

STATE OF UTAH

) ss. `

COUNTY OF UTAh

On the 2 day of September, 2020, personally appeared before me who by me being duly sworn, did say that she/he is an authorized representative of Edge Homes Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

SHELLEY MAE KING
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695954
COMM. EXP. 07-10-2021

Aully Kong Notary Public

## **EXHIBIT A**

[Legal Description]

All of BRINGHURST STATION PHASE 1 PLAT 2, according to the official plat on file in the office of the Salt Lake County Recorder.

## Including Lots T-201 through T-231

More particularly described as:

Beginning at point being North 1,671.97 feet along the section line and East 738.30 feet from the South Quarter Corner of said Section 22, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 58°24'06" East 101.09 feet; thence South 89°13'57" East 60.27 feet; thence North 36°19'33" East 148.61 feet; thence North 19°19'20" West 65.24 feet; thence North 74°19'46" East 122.27 feet; thence North 15°40'14" West 2.69 feet; thence North 74°19'46" East 156.49 feet; thence South 20°30'47" East 3.88 feet; thence South 18°33'55" East 48.08 feet; thence South 68°13'03" West 25.77 feet; thence South 15°45'13" East 128.79 feet; thence South 74°14'40" West 220.43 feet;

thence South 15°41'59" Feast 412.67 feet;
thence Northwesterly 107.09 feet and 490.00 foot radius curve to the left (center bears South 13°16'54" West and the chord bears North 82°58'45" West 106.88 feet with a central angle of 12°31'19");

thence Northwesterly 18.50 feet along the arc of a 25.00 foot radius curve to the right (center bears North 47°22'03" East and the chord bears North 21°26'16" West 18.08 feet with a central angle of 42°23'23");

chord bears North 21°26'16" West 18.08 feet with a central angle of 42°23'23");
thence North 00°14'34" West 3.20 feet;
thence South 89°45'26" West 40.00 feet;
thence Southwesterly 21.86 feet along the arc of a 25.00 foot radius curve to the right (center bears South 89°45'26" West and
the chord bears South 24°48'30" West 21.17 feet with a central angle of 50°06'09");
thence Northwesterly 58.13 feet along the arc of a 400.00 foot radius curve to the right (center bears North 03°55'32" East and
the chord bears North 81°54'41" West 58.08 feet with a central angle of 08°19'34");

\*\*Theore North 31°26'54" West 38.02 feet to the point of beginning.

thence North 31°35'54" West 360.02 feet to the point of beginning.

Contains 151,135 Square Feet or 3.470 Acres and 31 Units

Parcel Numbers Not Yet Assigned