WHEN RECORDED RETURN TO: Edge Parkside at HTC, LLC 13702 S. 200 W. #B12 Draper, UT 84020 13658239
5/10/2021 3:58:00 PM \$42.00
Book - 11171 Pg - 9643-9645
RASHELLE HOBBS
Recorder, Salt Lake County, UT
TRIDENT TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 3 P.

NOTICE OF REINVESTMENT FEE COVENANT

(Parkside at Herriman Town Center Common Association – Building I)

Pursuant to Utah Code § 57-1-46(6), the Parkside at Herriman Town Center Common Association ("Association") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in <u>Exhibit A</u> (the "Burdened Property"), attached hereto, which is subject to the Declaration of Covenants, Conditions, and Restrictions for Park Side at Herriman Town Center recorded with the Salt Lake County Recorder on May 14, 2020 as Entry No. 13269985, 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 5.16 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 Parkside at Herriman Town Center that:

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

Parkside at Herriman Town Center Common 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.

- 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.
- 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 29 day of December, 2020.

DECLARANT

EDGE PARKSIDE AT HTC, LLC

a Utah limited liability company,

STATE OF UTAH

COUNTY OF Utah) ss.

On the 29 day of December, 2020, personally appeared before me Structure Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Parkside at HTC, 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

Notary Public

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EXHIBIT A

[Legal Description]

All of Parkside at Herriman Town Center Phase 3 Plat 'I' Condominium, according to the official plat recorded in the office of the Salt Lake County Recorder.

Including Building I containing 10 total condominium units

More particularly described as:

Beginning at a point on the Easterly Right-of-Way Line of Fort Herriman Parkway, said point being North 00°20'40" East 2,644.86 feet along the section line and East 260.12 feet from the South Quarter Corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 86°51'58" East 89.55 feet;

thence Southwesterly 157.69 feet along the arc of a 519.60 foot radius curve to the right (center bears North 86°51'23" West and the chord bears South 11°50'15" West 157.08 feet with a central angle of 17°23'17");

thence North 72°23'17" West 89.69 feet to said Easterly Right-of-Way Line of Fort Herriman Parkway;

thence Northeasterly 135.06 feet along the arc of a 429.50 foot radius curve to the left (center bears North 68°50'54" West and the chord bears North 12°08'34" East 134.51 feet with a central angle of 18°01'03") along said Easterly Right-of-Way Line of Fort Herriman Parkway to the point of beginning.

Contains 13,108 Square Feet or 0.301 Acres

Parcel numbers not yet assigned