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## NOTICE OF REINVESTMENT FEE COVENANT

(Townes at Marmalade)

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Pursuant to Utah Code § 57-1-46(6), the Townes at Marmalade Homeowners Association, a Utah nonprofit corporation ("**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 *Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Townes at Marmalade* as recorded with the Salt Lake County Recorder 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 is required to pay a reinvestment fee, 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 **Townes at Marmalade** that:

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

Townes at Marmalade Homeowners Association  
c/o HOA Living (FCS)  
12227 South Business Park Drive, Suite 100  
PO. BOX 5555  
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 unless otherwise amended.

**EXHIBIT A**  
**Legal Description**

Project Legal Description:

LOTS 1 THRU 28, TOWNES AT MARMALADE ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

AND

A PART OF LOT 8, BLOCK 152, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 8 WHICH IS 108.16 FEET SOUTH 00°14'17" WEST ALONG SAID EAST LINE FROM THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT ALSO BEING 176.00 FEET, SOUTH 00°00'48" EAST ALONG THE MONUMENT LINE FOR 400 WEST STREET AND 70.02 FEET NORTH 89°59'12" WEST FROM THE SALT LAKE CITY SURVEYORS MONUMENT AND THE INTERSECTION OF 400 WEST STREET AND 800 NORTH STREET; RUNNING THENCE SOUTH 00°14'17" WEST 221.88 FEET; THENCE NORTH 89°45'46" WEST 165.05 FEET; THENCE NORTH 00°14'17" EAST 221.89 FEET; THENCE SOUTH 89°45'43" EAST 165.05 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING LOTS CONTAINED WITHIN TOWNES AT MARMALADE (BEING THE COMMON AREAS & PRIVATE STREETS OF SD SUB.

Lot and Parcel Numbers (28 Parcels):

All units in **Townes at Marmalade** including:

Unit	Parcel No.	Unit	Parcel No.
101	08-25-376-031	301	08-25-376-045
102	08-25-376-032	302	08-25-376-046
103	08-25-376-033	303	08-25-376-047
104	08-25-376-034	304	08-25-376-048
105	08-25-376-035	305	08-25-376-049
106	08-25-376-036	306	08-25-376-050
107	08-25-376-037	307	08-25-376-051
201	08-25-376-038	401	08-25-376-052
202	08-25-376-039	402	08-25-376-053
203	08-25-376-040	403	08-25-376-054
204	08-25-376-041	404	08-25-376-055
205	08-25-376-042	405	08-25-376-056
206	08-25-376-043	406	08-25-376-057
207	08-25-376-044	407	08-25-376-058

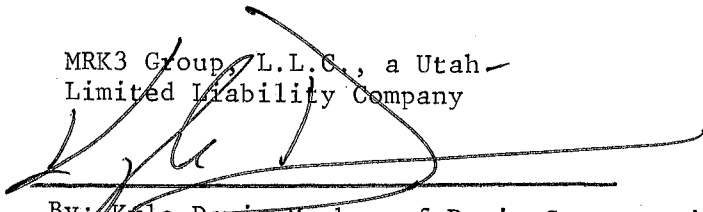
5. The purpose of the Reinvestment Fee is to assist the Association in covering the costs of: (a) common planning, facilities and infrastructure; (b) obligations arising from an environmental covenant; (c) community programming; (d) facilities; (e) open space; (f) amenities; (g) charitable purposes; or (h) common expenses of the Association, including funding Association reserves.

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

7. For the amount of the Reinvestment Fee owed, please contact the Association.

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

MRK3 Group, L.L.C., a Utah  
Limited Liability Company

  
By: Kyle Davis Member of Davis Construction  
Company, LLC, a Utah Limited Liability  
Company, Its: Member

STATE OF UTAH  
COUNTY OF Salt Lake

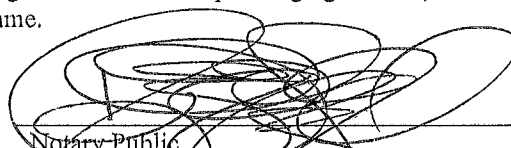
On the \_\_\_\_ day of \_\_\_\_\_, 2023, personally appeared before me \_\_\_\_\_ who by me being duly sworn, did say that she/he is an authorized representative of Townes at Marmalade Homeowners Association, and that the foregoing instrument is signed on behalf of said entity and executed with all necessary authority.

\_\_\_\_\_  
Notary Public

STATE OF: UTAH

COUNTY OF: Weber

On this 17 day of Nov, 2023, personally before me appeared Kyle Davis, who proven on the basis of satisfactory evidence is the Member of MRK3 Group, LLC, a Utah Limited Liability Company, and that said document was signed by him/her on behalf of said entity by authority of its members and within the authority granted under said entity's articles of organization and/or operating agreement, and acknowledged to me that said limited liability company executed the same.

  
Notary Public  
Commission Expires: 1/23/27

