



NOTICE OF REINVESTMENT FEE COVENANT

(Briarcreek Homeowners Association)

Pursuant to Utah Code § 57-1-46(6), Briarcreek Homeowners 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 & Restrictions for Briarcreek Homeowners Association recorded in the office of 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 **Briarcreek Homeowners Association** that:

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

Briarcreek Homeowners Association
c/o Parker Brown Real Estate
187 W. Main St.
Lehi, UT 84043
801-766-9998

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.

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) 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, Briarcreek 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.

[SIGNATURE ON FOLLOWING PAGE]

DATED this 31st day of January, 2024.

Briarcreek Homeowners Association
a Utah Non-Profit Corporation

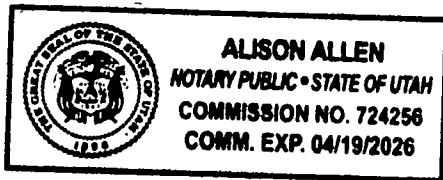
Franklin Christopher Brussow

By: [Signature]

Its: President

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 31st day of January, 2024, personally appeared before me Franklin Brussow who by me being duly sworn, did say that she/he is an authorized representative of Briarcreek Homeowners Association and that the foregoing instrument is signed on behalf of said entity and executed with all necessary authority.



[Signature]
Notary Public

EXHIBIT A

Legal Description

Beginning at a point which is North 89° 56' 59" west along the quarter section line 2055.47 feet and South 159.57 feet from the East Quarter Corner of Section 3, Township 2 South, Range 1 East, Salt Lake Base and Meridian; said point also being on the South Right of Way line of 4500 Street; thence North 66° 08' 30" east along said Right of Way line 148.96 feet to the point of curve of a 1106.30 Foot Radius Curve to the right, the radius point of which bears South 23° 51' 30" east; thence along the arc of said curve 188.41 feet through a central angle 9° 45' 28" west; thence South 12°20' 00" east 139.69 feet; thence South 70° 45' 13" West 160.11 feet; thence South 66° 08' 30" West 188.07 feet; and thence North 8° 15' 00" West 145.36 feet to the point of beginning. Containing 1.109 acres (48,323 sq. ft.).

Less a parcel of land being part of the above described parcel, The boundaries of said parcel of land are described as follows"

Beginning at the Northeast corner of said entire tract, which point is 1,741.23 feet North 89°56'59" West, along the North line of said Northwest ¼ of the Southeast ¼, and 37.84 feet, South 00°03'01" West, from the East Quarter corner of said Section 3, said point also being the intersection of the westerly right of way line of Butternut Road and the southerly right of way line of 4500 South Street, being 35.00 feet westerly of the monument line of said Butternut Road and 40.00 feet southerly of the center line of said 4500 South Street; and running thence along the East line of said entire tract and said westerly line of Butternut Road South 12°20'00" East 10.68 feet; thence North 68°27'46" West 18.16 feet to the North line of said entire tract and point of curvature; thence northeasterly 15.09 feet along the arc of a 1106.30 feet radius non tangent curve to the right (Note: Center bears South 14°51'20" East) through a central angle of 00°46'53" (Chord to said curve bears North 75°32'06" East for a distance of 15.09 feet) to the point of beginning.

The above described parcel of land containing 81 square feet in area or 0.002 acres more or less.

(Note: Rotate above bearings 00°13'48" clockwise to equal Highway (Project) bearings.)