

WHEN RECORDED RETURN TO:

Miller Harrison LLC
5292 College Dr Ste 304
Murray, UT 84123

14408719 B: 11585 P: 3814 Total Pages: 3
07/11/2025 04:44 PM By: BGORDON Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

NOTICE OF REINVESTMENT FEE COVENANT

(The Capri Park Home Owners Association)

Pursuant to Utah Code § 57-1-46(6), the Capri Park Home 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 Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Capri Park Home Owners Association, recorded with the Salt Lake County Recorder on April 30, 2025 as Entry No. 13258243, 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 as established by the Association’s Board of Directors in accordance with Section 6.2 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. The amount of the reinvestment fee may be set forth in the rules or through a Board resolution and the amount shall be made available to all interested parties upon request to the Association.

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within the **Capri Park Homes** project that:

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

The Capri Park Home Owners Association
3580 S 871 E
Salt Lake City, UT 84106

The address and contact information of the beneficiary may change from time to time as updated on the Utah Department of Commerce Homeowner Association Registry

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.

7. Please contact the Association for the amount of the Reinvestment Fee.

IN WITNESS WHEREOF, the CAPRI PARK HOME OWNERS ASSOCIATION, INC. has executed this Second Amendment to the Declaration this 10th day of July, 2025.

CAPRI PARK HOME OWNERS
ASSOCIATION, INC.

By:

Capri HOA President

Name:

Debra Hunt

Its:

[Signature]

STATE OF UTAH)

) ss.

COUNTY OF Salt Lake)

On the 10 day of July, 2025, personally appeared before me Debra S. Hunt, who by me being duly sworn, did say that they are an authorized representative of the Association, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public:

[Signature]



EXHIBIT A

Legal Description

BEGINNING AT THE NORTHEAST CORNER OF LOT 14, BLOCK 20, TEN ACRE PLAT A, BIG FIELD SURVEY AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF 900 EAST STREET RUNNING THENCE SOUTH 00°11'03" WEST 57.57 FEET ALONG SAID RIGHT OF WAY LINE OF 900 EAST STREET; THENCE SOUTH 89°58'47" WEST 300.00 FEET; THENCE SOUTH 00°11'03" WEST 805.86 FEET TO THE NORTH LINE OF 3685 SOUTH STREET; THENCE NORTH 89°59'45" WEST 464.90 FEET ALONG THE NORTH LINE OF SAID 3685 SOUTH STREET; THENCE NORTH 00°11'21" EAST 575.48 FEET; THENCE SOUTH 89°59'13" WEST 305.94 FEET; THENCE NORTH 00°11'29" EAST 287.69 FEET; THENCE NORTH 89°58'42" EAST 305.93 FEET; THENCE NORTH 00°11'21" EAST 282.75 FEET; THENCE NORTH 89°58'10" EAST 562.92 FEET; THENCE SOUTH 00°11'12" WEST 167.79 FEET; THENCE NORTH 89°58'30" EAST 19.52 FEET; THENCE SOUTH 00°11'07" WEST 47.11 FEET; THENCE NORTH 89°58'36" EAST 5.31 FEET; THENCE SOUTH 00°11'12" WEST 65.53 FEET; THENCE NORTH 89°58'50" EAST 177.06 (177.00 REC) FEET; THENCE SOUTH 00°11'03" WEST 2.40 (2.43 REC) FEET TO THE POINT OF BEGINNING.

CONTAINING 668,838 SQ FT OR 15.354 ACRES MORE OR LESS.