

WHEN RECORDED RETURN TO:
Bach Land and Development, LLC
11650 S. State St., Ste. 300
Draper, UT 84020

NOTICE OF REINVESTMENT FEE COVENANT

(Summer Springs Phase 1)

Pursuant to Utah Code § 57-1-46(6), the Summer Springs Homeowners Association, Inc. ("**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, and Restrictions for Summer Springs recorded with the Utah County Recorder on April 24, 202~~2~~3 as Entry No. 25734:2023, 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 5.21 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 the **Summer Springs** subdivision that:

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

Summer Springs Homeowners Association, Inc.
11650 South State Street, Ste. 300
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 Utah County Recorder.

DATED this 19 day of April, 2023.

DECLARANT
BACH LAND AND DEVELOPMENT, LLC
a Utah limited liability company,

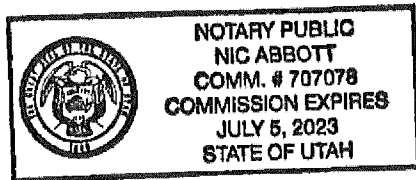
By: [Signature]

Name: BRANDON AMES

Its: V.P. CONSTRUCTION

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 19 day of April, 2023, personally appeared before me BRANDON AMES who by me being duly sworn, did say that she/he is an authorized representative of Bach Land and Development, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



[Signature]
Notary Public

EXHIBIT A
[Legal Description]

All of **SUMMER SPRINGS SUBDIVISION PHASE ONE**, according to the official plat filed in the office of the Utah County Recorder on September 27, 2022 as Entry Number 104458:2022.

Parcel Numbers: 66:908:0001 through 66:908:0062