E 3315011 B 7637 P 1927-1930 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 11/13/2020 2:39:00 PM FEE \$578.00 Pgs: 4 DEP eCASH REC'D FOR SMITH KNOWLES PC

When recorded mail to:
Destination Homes
c/o VP of Land
67 South Main Street #300
Layton, Utah 84041

AMENDED NOTICE OF REINVESTMENT FEE COVENANT

(Pursuant to Utah Code Ann. § 57-1-46)

Pursuant to the requirements of Utah Code Ann. § 57-1-46, this instrument is an Amended Notice of Reinvestment Fee Covenant ("Notice") that satisfies the requirements of Utah Code Ann. § 57-1-46(6) and serves as a record notice for that certain reinvestment fee covenant (the "Amended Reinvestment Fee Covenant") that was duly approved and recorded on November 13, 2020, as Entry No. 3314983 against the Property defined within the Seventh Amendment to the Declaration of Covenants, Conditions and Restrictions for Hill Farms Subdivision in Davis County, Utah, as amended ("Seventh Amendment").

This Amended Reinvestment Fee Covenant hereby amends, replaces and supersedes any prior Notice of Reinvestment Fee Covenant recorded against the Property identified on **Exhibit "A"** in the records of Davis County, rendering them of no further force and effect

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES THAT:

- 1. The name and address of the beneficiary under the above referenced Amended Reinvestment Fee Covenant is Hill Farms Subdivision Homeowners Association, Inc. ("Association"), c/o Welch Randall Property Management 5300 South Adams Avenue, Parkway Suite #8, Ogden, Utah 84405. If and when the contact information is this paragraph becomes outdated, contact with the Association may be made through its registered agent. The current registered agent of the Association can be found through the Utah Department of Commerce, Division of Corporations.
- 2. The burden of the above referenced Amended Reinvestment Fee Covenant is intended to run with the Property, described in Exhibit "A", and to bind successors in interest and assigns. The duration of the above referenced Amended Reinvestment Fee Covenant shall continue and remain in full force and effect until there is recorded an instrument directing the termination or amendment of such Reinvestment Fee Covenant, as provided in the Association's governing documents
- 3. As of the date of this Amended Reinvestment Fee Covenant, with the exception of those exempt Lots conveyed by Declarant or Declarant Related Entities (as defined in the Declaration of Covenants, Conditions and Restrictions for Hill Farms Subdivision, as amended) the Association shall levy a one-time reinvestment fee when a change in ownership of a Lot occurs in an amount established by the Board of Directors for the Association from time to time up to a maximum of one-half (1/2) of one percent (0.05%) of the gross sales price of the Lot/Dwelling.

Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Amended Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the maintenance of the Association Common Areas, facilities and/or Association expenses.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the year and date indicated below.

DATED: 4 FERRIALY2020.

HILL FARMS SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

David Bailey President

Hill Farms Subdivision Homeowners

Association, Inc.

STATE OF UTAH) : SS COUNTY OF DAVIS)

David Bailey, being first duly swom, says that he is the President of the Hill Farms Subdivision Homeowners Association, Inc., is authorized by the Association to execute the foregoing, and that the same is true and correct of his own knowledge and belief.

BETHANY BRIESMASTER PINNAU lotary Public - State of Utah omm. No. 708356 nmission Expires on Sep 20, 2023

Exhibit A

Hill Farms Homeowner Association Tax I.D. Numbers:

Phases 1A-1E
11-731-0101 through 11-731-0102
11-731-0103 through 11-731-0104
11-732-0103 through 11-732-0105
11-732-0126 through 11-732-0129
11-732-0130 through 11-732-0131
11-734-0106 through 11-734-0115
11-734-0118 through 11-734-0125
11-738-0138 through 11-738-0157
11-738-0158 through 11-738-0161
11-741-0116 through 11-741-0117
11-741-0130
11-741-0132 through 11-741-0137
11-741-0138
11-741-0139
11-741-0140
11-741-0141
11-753-0158 through 11-753-0173
-81 Parcels

Phase 2

11-761-0201 through 11-761-0214 11-761-0215 11-761-0216 11-776-0215 through 11-776-0239 11-776-0240 through 11-776-0243 11-776-244 through 11-776-0245

Phase 3

11-795-0301 through 11-795-0316 11-795-0319 through 11-795-0329 11-795-0330 through 11-795-0333 11-839-0317 11-839-0318

Phase 2C

11-797-0241 through 11-797-0247

11-797-0249 through 11-797-0256 11-797-0259 -16 Parcels

Phase 4

11-807-0401 through 11-807-0428 11-807-0429 through 11-807-0433

-33 Parcels

Phase 5

11-825-0501 through 11-825-0531 11-825-0535 through 11-825-0538 11-841-0532 through 11-841-0534 -38 Parcels

Phase 6

11-846-0601 through 11-846-0627 11-846-0628 11-846-0629 -29 Parcels

Phase 7

11-091-0071 11-076-0086 -2 Parcels

Contains 279 Parcels