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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/06/2021 02:58 PM
FEE \$112.00 Pgs: 6
DEP RT REC'D FOR KAYSVILLE CITY CO
RP

WHEN RECORDED, RETURN TO:
CW The Parkway, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Affecting Parcel Number(s): 08-001-0087, 08-001-0088, and 08-001-0089

08-647-0001 Thru 0047
NOTICE OF REINVESTMENT FEE COVENANT
(The Parkway Owners Association, Inc.)

Pursuant to Utah Code §57-1-46(6), The Parkway Owners 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, and Reservation of Easements for The Parkway, recorded with the Davis County Recorder on _____, 2020 as Entry No. _____, 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, other than the Declarant, is required to pay a reinvestment fee as established by the Association’s Board of Directors in accordance with Section 5.12 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 Parkway** that:

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

The Parkway Owners Association, Inc.
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014
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.

5. The purpose of the Reinvestment Fee is to assist the Association in covering the costs of: (i) common planning, facilities, and infrastructure; (ii) obligations arising from an environmental covenant; (iii) community programming; (iv) resort facilities; (v) open space; (vi) recreation amenities; (vii) common expenses of the Association; or (viii) funding Association reserves.

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

7. The amount of the Reinvestment Fee of each Lot at the time of transfer shall be equal to ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00).

[SIGNATURE PAGE FOLLOWS]

DATED as of the 18 day of December, 2020

BSR VENTURES, LLC,
a Utah limited liability company

[Signature]
By: Bruce G. Robinson
Its: Manager

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

On the 18 day of December, 2020, personally appeared before me Bruce Robinson who by me being duly sworn, did say that she/he is an authorized representative of BSR Ventures, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]
(Notary Signature)



CW SOUTH DAVIS PARKWAY, LLC,
a Delaware limited liability company

[Signature]
By: Colin H. Wright
Its: Manager

STATE OF UTAH)
 §
COUNTY OF SALT LAKE)
~~DAVIS~~

On the 18 day of December, 2020, personally appeared before me Colin H. Wright who by me being duly sworn, did say that she/he is an authorized representative of CW South Davis Parkway, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]
(Notary Signature)



IN WITNESS WHEREOF, the Declarant has caused this Notice of Reinvestment Fee Covenant to be executed by a duly authorized representative.

DATED as of the 18 day of December, 2020.

CW THE PARKWAY, LLC,
a Utah limited liability company

Celia H. Wright
By: Celia H. Wright
Its: Manager

STATE OF UTAH)
 Salt Lake §
COUNTY OF ~~DAVIS~~)

On the 18 day of December, 2020, personally appeared before me _____ who by me being duly sworn, did say that she/he is an authorized representative of CW The Parkway, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Jill Cook
(Notary Signature)

(Seal)



BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF DESESRET DRIVE, SAID POINT BEING SOUTH 88°08'30" EAST ALONG THE QUARTER SECTION LINE 424.30 FEET FROM THE WEST QUARTER CORNER, SECTION 3, TOWNSHIP 3 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 22°18'40" WEST ALONG SAID EAST RIGHT-OF-WAY LINE 436.77 FEET; THENCE NORTH 67°41'20" EAST 106.29 FEET; THENCE SOUTH 88°08'30" EAST 708.61 FEET TO THE WESTERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 19°30'04" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 474.60 FEET TO THE NORTH LINE OF OLD MILL VILLAGE PHASE 2A AS ENTRY NO. 2235505 IN BOOK 4198 AT PAGE 1195 IN THE DAVIS COUNTY RECORDER'S OFFICE; THENCE NORTH 88°08'30" WEST 799.61 FEET TO THE POINT OF BEGINNING.

CONTAINS 356,530.04 SQ/FT OR 8.18 ACRES

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

BSR PROPERTY

PROPOSED LOTS 1 THROUGH 6, OLD MILL LANDING PUD SUBDIVISION, BEING MORE PARTLY DESC AS FOLLOWS: BEG AT A PT THAT IS S 88°08'30" E ALG THE 1/4 SEC LINE 511.21 FT FR THE W 1/4 COR OF SEC 3-T3N-R1W, SLB&M; & RUN TH N 01°51'30" E 120.00 FT; TH S 88°08'30" E 480.00 FT; TH S 01°51'30" W 120.00 FT TO THE N LINE OF OLD MILL VILLAGE PHASE 2A, AS E# 2235505 BK 4198 PG 1195; TH N 88°08'30" W 480.00 FT ALG THE N LINE OF SD OLD MILL VILLAGE PHASE 2A TO THE POB. TOGETHER WITH A DESC TEMPORARY ACCESS EASEMENT AGREEMENT. CONT. 1.32 ACRES

Parcel No. 08-001-0087 (for reference purposes only)

CWP PROPERTY

BEG AT A PT ON A W'LY LINE OF PPTY CONV IN SPECIAL WARRANTY DEED RECORDED 11/05/2020 AS E# 3312331 BK 7632 PG 530, SD PT BEING S 88°08'30" E ALG THE 1/4 SEC LINE 511.21 FT & N 01°51'30" E 120.00 FT & S 88°08'30" E 536.00 FT & N 01°51'30" E 26.00 FT & S 88°08'30" E 45.51 FT & S 19°30'04" E 156.77 FT FR THE W 1/4 COR SEC 3-T3NR1W, SLB&M; & RUN TH N 88°08'30" W 158.61 FT, M/L, TO THE E LINE OF PPTY CONV IN WARRANTY DEED RECORDED 08/10/2020 AS E# 3280277 BK 7571 PG 3713; TH ALG SD PPTY THE FOLLOWING COURSE: N 01°51'30" E 120.00 FT TO A S LINE OF PPTY CONV IN SD SPECIAL WARRANTY DEED; TH ALG SD PPTY THE FOLLOWING FOUR COURSES: S 88°08'30" E 56.00 FT & N 01°51'30" E 26.00 FT & S 88°08'30" E 45.51 FT & S 19°30'04" E 156.77 FT TO THE POB. CONT. 0.37 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel No. 08-01-0088 (for reference purposes only)

CWSDP PROPERTY

PROPOSED LOTS 8 THROUGH 41, THE PARKWAY PRUD SUB, BEING MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE E'LY R/W LINE OF DESERET DRIVE, SD PT BEING S 88°08'30" E ALG THE 1/4 SEC LINE 424.30 FT FR THE W 1/4 COR SEC 3-T3N-R1W, SLB&M; & RUN TH N 22°18'40" W ALG SD E R/W LINE 436.77 FT; TH N 67°41'20" E 106.29 FT; TH S 88°08'30" E 708.61 FT TO THE W'LY R/W OF THE UPRR; TH S 19°30'04" E ALG SD W R/W LINE 474.60 FT TO THE N LINE OF OLD MILL VILLAGE PHASE 2A; TH N 88°08'30" W 74.09 FT; TH N 19°30'04" W 156.77 FT; TH N 88°08'30" W 45.51 FT; TH S 01°51'30" W 26.00 FT; TH N 88°08'30" W 536.00 FT; TH S 01°51'30" W 120.00 FT TO SD N LINE; TH N 88°08'30" W 86.91 FT TO THE POB. CONT. 6.49 ACRES

Parcel No. 08-001-0089 (for reference purposes only)