



W3367898

**Record against the real property
described in Exhibit A**

E# 3367898 PG 1 OF 5
B. Rahimzadegan, WEBER COUNTY RECORDER
05-May-25 0254 PM FEE \$40.00 DEP SD
REC FOR: JENKINS BAGLEY SPERRY, PLLC
ELECTRONICALLY RECORDED

Recorded at the Request of:

Salt Point Townhomes Homeowners Association, Inc.
c/o Advanced Community Services L.L.C.
2940 W. Maple Loop Drive, Suite 102
Lehi, UT 84043

BT

NOTICE OF REINVESTMENT FEE COVENANT

(Pursuant to Utah Code § 57-1-46)

Pursuant to Utah Code § 57-1-46, this Notice of Reinvestment Fee Covenant (the “Notice”) provides notice that a reinvestment fee covenant (the “**Reinvestment Fee Covenant**”) affects the real property that is described in **Exhibit A** to this Notice. The Reinvestment Fee Covenant was recorded as part of the Declaration of Covenants, Conditions, and Restrictions for Salt Point Townhomes (the “**Declaration**”), recorded on January 7, 2020, in the official records of the Weber County Recorder as Entry No. 3027031. The Declaration was subsequently supplemented by the First Supplemental Declaration to the Declaration of Covenants, Conditions, and Restrictions for Salt Point Townhomes (the “**First Supplement**”), recorded on July 14, 2021, in the official records of the Weber County Recorder as Entry No. 3167989. The Declaration, as amended and supplemented by the First Supplement, and as may be amended from time to time, establishes certain obligations of which all owners, sellers, and buyers should be aware.

BE IT KNOWN TO ALL SELLERS, BUYERS, AND TITLE COMPANIES either owning, purchasing, or assisting with the closing of a property conveyance within the Salt Point Townhomes (the “**Project**”), an expandable planned unit development, located in West Haven City, Weber County, State of Utah, **THAT**:

1. The Salt Point Townhomes Homeowners Association, Inc. (the “**Association**”) is the beneficiary of the Reinvestment Fee Covenant set forth in Section 5.20 of the Declaration. Payment of the reinvestment fee shall be paid to the Association.

- (i) The current address for the Association’s office is 2940 W. Maple Loop Drive, Suite 102, Lehi, UT 84043.
- (ii) The Association’s registered agent is Advanced Community Services, L.L.C. and may be contacted at: 801-641-1844, 2940 W. Maple Loop Drive, Suite 102, Lehi, UT 84043.
- (iii) The address of the Association and its registered agent, or other authorized representative, may change from time to time as updated by the Association with the Utah Division of Corporations and Commercial Code and the Utah Department of Commerce. Any party making payment of the Reinvestment

Fee Covenant should verify the most current address for the Association on file with these divisions and departments of the state of Utah.

2. The Reinvestment Fee Covenant obligates the buyer or seller of real property within the Project to pay the Association a reinvestment fee upon and as a result of a transfer of a lot located in the Project. The burden and obligation of the Reinvestment Fee Covenant is intended to: (i) run with all real property identified on **Exhibit A**; and (ii) bind successors in interest and assigns of each and every lot and lot owner within the Project. The duration of the Reinvestment Fee Covenant shall be in perpetuity unless and until the Association's members amend or terminate the Reinvestment Fee Covenant pursuant to the amendment provisions of the Declaration and Utah statute.

3. The Reinvestment Fee Covenant is required to, and does, benefit the burdened property as the purpose of the reinvestment fee paid to the Association under the Reinvestment Fee Covenant includes payment for: (i) common planning, facilities, and infrastructure in the Project; (ii) obligations arising from any environmental covenant; (iii) community programming; (iv) open space; (v) recreational facilities and amenities; (vi) charitable purposes; and/or (vii) Association expenses as provided for in Utah Code § 57-1-46(1)(a).

4. Pursuant to Utah Code § 57-1-46(8), payment of the reinvestment fee may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer of the burdened property, provides adequate proof of consanguinity; (iv) a transfer of change of interest due to death, whether provided in a will, trust, or decree of distribution; or (v) a transfer of the burdened property by a financial institution, except for the costs (not to exceed \$250.00) directly related to the transfer of the burdened property, as required by the Reinvestment Fee Covenant. Declaration may identify additional exemptions not specifically listed herein.

5. Association's governing Board of Directors has the authority to establish the amount of the reinvestment fee, but such amount may not exceed one half of one percent (0.5%) of the value of the real property at the time of the transfer, which value of the real property includes the value of any residential dwelling and all other improvements on the real property, or lot, subject to the Reinvestment Fee Covenant. The Association must be contacted to provide any seller, buyer, title company, or other third party with the amount of the reinvestment fee.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

*Notice of Reinvestment Fee Covenant
for
Salt Point Townhomes Homeowners Association, Inc.*

IN WITNESS WHEREOF, the Association has executed and delivered this Notice on the dates indicated below, to be effective upon recording with the Weber County Recorder.

DATED this 3rd day of May, 2025.

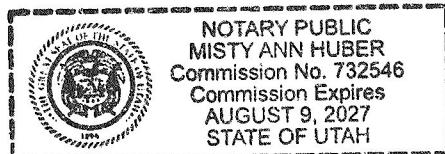
SALT POINT TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

Joanne Guggenheim
Joanne Guggenheim, manager and authorized agent

STATE OF UTAH)
:ss.
County of Salt Lake)

On this 3rd day of May, 2025, personally appeared before me, Joanne Guggenheim, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that she is the community manager and an authorized agent of Salt Point Townhomes Homeowners Association, Inc., and that she executed the foregoing on behalf said entity being authorized and empowered to do so, and she acknowledged before me that such entity executed the same for the uses and purposes stated therein.

Mary Smith
Notary Public



*Notice of Reinvestment Fee Covenant
for
Salt Point Townhomes Homeowners Association, Inc.*

EXHIBIT A

(Legal Description and Parcel Numbers)

A part of the South Half of Section 3, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah:

Beginning at a point 1327.74 feet North 0°49'49" East along the Quarter Section Line from the South Quarter Corner of said Section 3; and running thence South 89°20'46" East 134.82 feet to the Westerly Line of the Layton Canal; thence along said Westerly Canal the following five (5) courses: (1) South 8°07'47" West 180.41 feet to a point of curvature; (2) Southwesterly along the arc of a 105.00 foot Radius curve to the right a distance of 56.07 feet (Central Angle equals 30°35'53" and Long Chord bears South 23°25'48" West 55.41 feet) to a point of tangency; (3) South 38°43'48" West 213.10 feet; (4) North 51°16'12" West 5.00 feet; and (5) South 38°43'48" West 156.42 feet to the Northerly Right-of-Way Line of North Point Drive (3800 South Street) and a point of a non-tangent curve; thence along said Northerly Right of Way Line the following two (2) courses: (1) Northwesterly along the arc of a 359.50 foot Radius curve to the left a distance of 133.98 feet (Central Angle equals 21°21'14" and Long Chord bears North 79°19'23" West 133.21 feet) to a point of tangency; and (2) West 454.53 feet thence North 0°40'25" East 500.02 feet; thence South 89°19'35" East 727.43 feet to the Quarter Section Line and the Point of Beginning.

Contains 8.842 Acres more or less

Parcel Numbers 08-630-0001 through 08-630-0129 inclusive.

Commencing a point on the Northwesterly line of the Layton Canal, said point being 365.30 feet North $00^{\circ}49'49''$ East along the Section line and 491.76 feet West from the South Quarter corner of Section 3, Township 5 North, Range 2 West Salt Lake Base and Meridian; and running thence West 224.29 feet; thence North 132.00 feet; thence West 220.27 feet to the East Right of way line of 3275 West Street (Salt Point Road Dedication Weber County Recorder Entry #3040365, in Book 87, page 34-35) being a point of curve of a non-tangent curve, of which the radius point lies North $62^{\circ}03'29''$ West; thence three (3) courses along said East right of way line as follows: (1) Northerly along the arc of a 284.50 foot radius curve to the left a distance of 138.74 feet (Central Angle equals $27^{\circ}56'31''$ and Long Chord bears North $13^{\circ}58'15''$ East 137.37 feet); (2) North 117.59 feet to a point of curvature; and (3) Northeasterly along the arc of a 19.00 foot radius curve to the right a distance of 29.83 feet (Central Angle equals $89^{\circ}57'18''$ and Long Chord bears North $44^{\circ}58'39''$ East 26.86 feet) to the South Right of way line of North Point Drive (3800 South Street) (Salt Point Road Dedication Weber County Recorder Entry #3040365, in Book 87, page 34-35); thence two (2) courses along said South right of way line as follows: (1) East 619.38 feet to a point of curvature; and (2) Easterly along the arc of a 290.50 foot radius curve to the right a distance of 86.40 feet (Central Angle equals $17^{\circ}02'25''$ and Long Chord bears South $81^{\circ}28'47''$ East 86.08 feet) to said Northeasterly line of Layton Canal; thence South $38^{\circ}43'48''$ West 498.85 feet along said Northwesterly line to the POINT OF BEGINNING.

Containing 4.7372 acres, more or less.

Parcel Numbers 08-669-0001 through 08-669-0057.

AND

A part of the Southwest Quarter of Section 3, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah:

Beginning at a point 836.25 feet North $0^{\circ}49'49''$ East along the East line of said Quarter Section and 491.76 feet West from the South Quarter Corner of said Section 3; and running thence West 49.50 feet; thence South 5.00 feet; thence East 483.10 feet to a point of a tangency; thence Southwesterly along the arc of a 279.50 foot Radius curve to the Left a distance of 92.67 feet (Central Angle equals $18^{\circ}59'49''$ and Long Chord bears South $80^{\circ}30'05''$ West 92.25 feet to a point of tangency; thence South $71^{\circ}00'11''$ West 35.74 feet to a point of curvature; thence Southwesterly along the arc of a 220.50 foot Radius curve to the Right a distance of 75.42 feet (Central Angle equals $19^{\circ}35'55''$ and Long Chord bears South $80^{\circ}48'08''$ West 75.06 feet); thence North $89^{\circ}23'54''$ West 18.74 feet; thence North $0^{\circ}39'07''$ East 554.48 feet; thence South $89^{\circ}19'35''$ East 728.95 feet; thence South 487.22 feet to a point of tangency; thence Southcasterly along the arc of a 15.00 foot Radius curve to the right a distance of 23.56 feet (Central Angle equals $90^{\circ}00'00''$ and Long Chord bears South $45^{\circ}00'00''$ East 21.21 feet to the Point of Beginning

Containing 8.694 acres, more or less.

Parcel Number 08-034-0076.