



W3385392

WHEN RECORDED RETURN TO:

CW The Hazel, LLC
610 N 800 W
Centerville, UT 84014

E# 3385392 PG 1 OF 4
B. Rahimzadegan, WEBER COUNTY RECORDER
17-Sep-25 0250 PM FEE \$40.00 DEP SD
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,
ELECTRONICALLY RECORDED

Affecting Parcel No(s): 08-488-0005

NOTICE OF REINVESTMENT FEE COVENANT

theHAZEL

Pursuant to Utah Code Ann. § 57-1-46, The Hazel Owners Association, Inc., a Utah nonprofit corporation (the “**Association**”) hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A attached hereto (the “**Burdened Property**”). The Burdened Property is subject to the Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for theHAZEL, recorded in the Weber County Recorder’s Office on Sept 17, 2025, as Entry No. 3385391, and any amendments or supplements thereto (collectively, the “**Declaration**”). Section 10.1 of the Declaration provides that the Declarant, during the Declarant Control Period, may establish a reinvestment fee for the Burdened Property (the “**Reinvestment Fee Covenant**”).

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 the Declaration, unless the transfer falls within an exclusion listed in Utah Code Ann. § 57-1-46. In no event shall the reinvestment fee exceed the maximum rate permitted by applicable law.

All definitions not defined herein shall be those used in the Declaration.

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within theHAZEL development that:

1. The Project governed by the Association is an approved development of seventeen (17) units (each a “**Unit**”) and includes a commitment to fund, construct, develop, or maintain common area and facilities. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property and assist the Association in its commitments.

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

The Hazel Owners Association, Inc.
610 N 800 W
Centerville, UT 84014

The Association's address may change from time to time. Any party making payment under the Reinvestment Fee Covenant should verify the most current address for the Association on file with the Utah Division of Corporations and/or the Utah Department of Commerce Homeowner Association Registry.

3. The burden of the Reinvestment Fee Covenant is intended to run with the Burdened Property and to bind successors in interest and assigns in perpetuity.

4. The existence of this Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant on the Burdened Property.

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. The Reinvestment Fee may also be used to satisfy the Association's obligations under an agreement to reimburse the developer of the Burdened Property for common use investments. If such an agreement exists, a transferee may obtain a copy from the Association.

6. The amount of the Reinvestment Fee shall be established by the Association's Board of Directors or by the Declarant during periods of Declarant Control, subject to the applicable requirements of Utah Code Ann. § 57-1-46 (and as later amended). Unless otherwise determined by the Association's Board of Directors or by the Declarant during periods of Declarant Control, the amount of the Reinvestment Fee shall be one half of one percent (0.50%) of the value of the Unit (including any building(s) and other improvements constructed thereon).

7. For the purpose of paragraph 6, the "value" of the Unit shall be the purchase price of the Unit. If the purchase price is challenged as the value of the Unit, the value shall be the higher of: (a) the purchase price paid for the Unit; (b) the value of the Unit as determined by the property tax assessor on the date of the transfer of title; or (c) the value of the Unit on the date of the transfer of title, as determined in an appraisal that may be obtained (in the discretion of the Board of Directors) using an appraiser selected by the transferee of the property from a list of three (3) appraisers selected by the Association. In the event that an appraisal is needed to establish value of the Unit, the transferee shall be responsible for the cost of such appraisal.

[SIGNATURE PAGE FOLLOWS]


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 Weber County Recorder.

DATED this 27th day of August 2025.

DECLARANT

CW The Hazel, LLC

a Utah limited liability company

By: 
Name: Darlene Carter
Its: CEO

STATE OF UTAH)
) ss.
COUNTY OF DAVIS)

On the 27th day of August 2025, personally appeared before me Darlene Carter who by me being duly sworn, did say that she is the CEO of CW The Hazel, a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public 

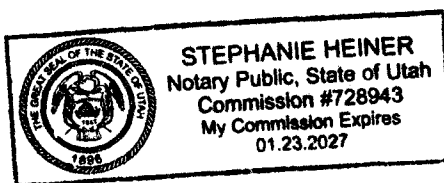


EXHIBIT A

PROPERTY DESCRIPTION

All of The Hazel Subdivision, according to the official plat thereof, recorded in the office of Weber County Recorder.

More particularly described as:

A PART OF THE NORTH HALF OF SECTION 11, TOWNSHIP 5 NORTH, RANGE 2 WEST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED NORTH 89°26'40" EAST 141.71 FEET AND SOUTH 241.77 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 11; RUNNING THENCE SOUTH 0°33'17" EAST 151.58 FEET; THENCE SOUTH 02°13'01" WEST 80.14 FEET; THENCE NORTH 89°26'32" WEST 303.67 FEET; THENCE NORTH 0°14'26" WEST 68.55 FEET; THENCE NORHTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 215.46 FEET HAVING A RADIUS OF 333.00 FEET A CENTRAL ANGLE OF 37°04'19" AND CHORD BEARING AND DISTANCE OF NORTH 40°54'44" EAST 211.72 FEET; THENCE NORTH 89°57'01" EAST 166.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 56,856 SQUARE FEET OR 1.305 ACRES, MORE OR LESS.