

WHEN RECORDED RETURN TO:  
Miller Harrison, LLC  
5292 So. College Dr. Ste. 304  
Murray, UT 84123

## NOTICE OF REINVESTMENT FEE COVENANT

(Bountiful Townhouse PUD Association)

Pursuant to Utah Code Ann. § 57-1-46(6), Bountiful Townhouse Planned Unit Development Association (the “**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 of the Bountiful Townhouse Planned Unit Development recorded with the Davis County Recorder October 1<sup>st</sup>, 1987 as Entry No. 0803436, 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 Governing Board in accordance with Article IV Section 4 (amendment) 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 **Bountiful Townhouse PUD Association** that:

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

Bountiful Townhouse Planned Unit Development Association, Inc.  
c/o Treo Property Management  
8180 South 700 East Suite #120  
Sandy Utah 84070  
[gina@treoproperties.com](mailto:gina@treoproperties.com)

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, 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 expenses of the Association; (b) funding Association reserves; or (c) for other purposes allowed by law.

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 Salt Lake County Recorder.

DATED this 22 day of December, 2021.

Bountiful Townhouse PUD Association, Inc.  
a Utah Nonprofit Corporation,

By: Holley Jones  
Its: Treasurer

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

On the 22<sup>nd</sup> day of December, 2021, personally appeared before me  
Holley Jones who by me being duly sworn, did say that she/he is an  
authorized representative of Bountiful Townhouse PUD Association, Inc., and that the foregoing  
instrument is signed on behalf of said company and executed with all necessary authority.



Krista R. Groll  
Notary Public

**EXHIBIT A**  
Legal Description

All of **BOUNTIFUL TOWNHOUSE PLANNED UNIT DEVELOPMENT PLAT**, according to the official plat thereof, on file in the office of the Davis County Recorder.

Including Lots 1 through 16.

More particularly described as:

Beginning at the Northwest corner of Lot 11, of Oakhaven Park Subdivision Plat "A", said lot corner is located North 0°56' West 1333.14 feet along the centerline of an existing street (400 East Street), and West 1183.57 feet from the East quarter corner of Section 31, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence South 81.49 feet along the West line of said Lot 11,

thence North 88°42' West 246.65 feet to a point South 88°42' East 149.98 feet from the Easterly line of an existing street (Orchard Drive), thence North 23°32' East 51.09 feet, thence North 57.40 feet to a point South 88°30' East 125.05 feet from said Easterly line of Orchard Drive, thence South 88°30' East 80.92 feet, thence North 129.82 feet, thence South 88°30' East 145.34 feet more or less along the Southerly line of 2050 South Street to the West line of the property conveyed by Warranty Deed and recorded in Book 1094, Page 1245, thence South 152.24 feet along said West line to the point of beginning. Contains 0.9857 acres.

Parcel Numbers: 05-097-0001  
05-097-0002  
05-097-0003  
05-097-0004  
05-097-0005  
05-097-0006  
05-097-0007  
05-097-0008  
05-097-0009  
05-097-0010  
05-097-0011  
05-097-0012  
05-097-0013  
05-097-0014  
05-097-0015  
05-097-0016