

Parcel number 11-037-0061

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## AMENDED NOTICE OF REINVESTMENT FEE COVENANT

(Talbot Estates P.R.U.D. aka Talbot Heights)

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Pursuant to Utah Code Ann. §57-1-46(6), the Talbot Heights Owners Association, Inc. (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 Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Talbot Heights, recorded with the Davis County Recorder on April 21, 2022 as Entry No. 3471887, and any amendments or supplements thereto (the "**Declaration**"). A previous "Notice of Reinvestment Fee" may have been recorded against the Burdened Property on October 21, 2021. To the extent it was recorded, it is no longer valid and is superseded and replaced by this Amended Notice.

The Declaration contains a Reinvestment Fee Covenant that permits the Association to assess a reinvestment fee. 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 or an affiliate of the Declarant as provided in the Declaration, is required to pay a reinvestment fee as established by the Association's Board of Directors in accordance with Section 5.19 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 **Talbot Heights/Talbot Estates** that:

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

Talbot Heights Owners Association, Inc.  
c/o HOA Solutions  
138 E. 12300 S, Suite C-480  
Draper, Utah 84020
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 may, by and through a vote as provided for in the amendment provisions of the Declaration, 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 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.

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

7. This Notice of Reinvestment Fee Covenant supersedes and replaces in its entirety any such previously recorded notice.

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 Davis County Recorder.

DATED this 30 day of August, 2022.

Lennar Homes of Utah, LLC

By [Signature]

Its: Division President

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

On the 30 day of August, 2022, personally appeared before me Bryson Fish who by me being duly sworn, did say that she/he is an authorized representative of Lennar Homes of Utah, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.



[Signature]  
Notary Public

**EXHIBIT A**

**SUBJECT PROPERTY**

(Legal Description)

All of TALBOT ESTATES PHASE 2 PRUD as recorded in the Davis County Recorder.

**BOUNDARY DESCRIPTION**

A parcel of land situate in the Southwest Quarter of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way Line of a frontage road of UDOT Project No. S-0089(406)398, said point being North 00°32'09" East 2,166.42 feet and East 381.03 feet from the Southwest Quarter Corner of Section 25, Township 4 North, Range 1 West, Salt Lake Base and Meridian; and running

thence along said Easterly Right-of-Way Line of a frontage road the following five (5) courses:

- (1) North 00°12'30" West 78.41 feet;
  - (2) North 89°32'02" East 20.00 feet;
  - (3) North 00°12'30" West 62.26 feet;
  - (4) South 83°42'30" West 20.11 feet;
  - (5) North 00°12'30" West 285.78 feet to the extension of Southerly Boundary Line of Ott Estates Amended Subdivision;
- thence along said extension and the Southerly Boundary Line the following three (3) courses:

- (1) North 84°33'25" East 362.72 feet;
- (2) North 00°05'49" East 59.20 feet;
- (3) North 88°44'53" East 431.15 feet to the Westerly Boundary Line of Talbot Estates Phase 1A PRUD;

thence along said Westerly and the Northerly Boundary Lines of said Talbot Estates Phase 1A PRUD the following fifteen (15) courses:

- (1) South 24°35'10" West 113.82 feet;
- (2) South 19°51'26" West 40.26 feet;
- (3) Southeasterly 23.37 feet along the arc of a 15.00 foot radius curve to the right (center bears South 01°15'07" East and the chord bears South 46°37'18" East 21.08 feet with a central angle of 89°15'39");
- (4) South 01°59'29" East 439.50 feet;
- (5) South 88°00'31" West 133.30 feet;
- (6) North 30°26'56" West 74.00 feet;
- (7) South 59°33'04" West 96.00 feet;
- (8) South 51°31'16" West 40.40 feet;
- (9) South 59°33'04" West 96.00 feet;
- (10) North 30°26'56" West 109.98 feet;
- (11) South 59°33'04" West 96.00 feet;
- (12) South 62°01'16" West 40.04 feet;
- (13) South 51°51'01" West 100.91 feet;
- (14) North 30°26'56" West 213.52 feet;
- (15) South 59°33'04" West 35.93 feet to the point of beginning.

Contains 419,355 Square Feet or 9.627 Acres and 39 Lots