3554663 BK 8401 PG 73 E 3554663 B 8401 P 73-77
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/18/2023 09:45:19 AM
FEE: \$190.00 Pgs: 5
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

Recorded at the Request of and After Recording Mail to: SEGO VENTURES #5, LC Attn: Wayne H. Corbridge 1028 East 140 North Lindon, UT 84042

Record Against the Real Property

Described on Exhibit A, Parcel Nos.:
08-687-0176 through 08-687-0208,
08-692-0101 through 08-692-0133,
08-692-0207 through 08-692-0211, and
08-692-0218 through 08-692-0231.

168570-MMU

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 (this "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 as part of the Declaration of Covenants, Conditions and Restrictions for Farmington Station Townhomes Homeowners Association (the "Enabling Declaration"), recorded with the Davis County Recorder's office as Entry No. 3516040, which Enabling Declaration was amended by: (i) the Declaration of Annexation and Supplemental Declaration for Farmington Station Townhomes Association (the "Supplemental Declaration"), recorded with the Davis County Recorder's office as Entry No. 3548505; and (ii) the Amendment to Declaration of Covenants, Conditions, and Restrictions for Farmington Station Townhomes Homeowners Association ("Amendment"), recorded with the Davis County Recorder's office as Entry No.

Supplemental Declaration, and Amendment are collectively referred to as the "Declaration, Supplemental Declaration, and Amendment are collectively referred to as the "Declaration" and establish certain obligations of which all Lot Owners, sellers, and buyers should be aware. All capitalized terms, unless specifically defined herein, shall have the meanings given them in the Declaration.

BE IT KNOWN TO ALL SELLERS, BUYERS, AND TITLE COMPANIES either owning, purchasing, or assisting with the closing of a property conveyance within the Project THAT:

 The Farmington Station Townhomes Association (the "Association") is the beneficiary of the Reinvestment Fee Covenant and payment of the Reinvestment Fee Assessment shall be paid to the Association. The current address for the Association's principal office is 1028 East 140 North, Lindon, UT 84042. The Association's registered agent is Wayne H. Corbridge and may be contacted at 1028 East 140 North, Lindon, UT 84042. 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/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 the real property. 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.
- 3. The Reinvestment Fee Covenant is required to, and does, benefit the burdened real property as the purpose of Reinvestment Fee Assessment 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 Assessment 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.
- The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened real property, unless otherwise provided by Utah law.
- 6. The Association's governing Board 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 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.

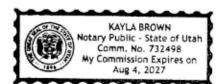
IN WITNESS WHEREOF, the Declarant of the Association, through its undersigned authorized agent, executes this Notice on the day of December, 2023.

Declarant: SEGO VENTURES #5, LC

By:/Wayne H. Corbridge, Managing Member

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

On this \(\begin{align*} \text{day of December, 2023, personally appeared before me Wayne H. Corbridge, who is personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is the Managing Member of Sego Ventures #5, LC, and that he executed the foregoing document on behalf of said company being authorized and empowered to do so by the operating agreement of said company or resolution of its managers, and he acknowledged before me that such company executed the same for the uses and purposes stated therein.



Notary Public

EXHIBIT A

(Legal Description)

Sego Homes at Station Park Phase 1 (a/k/a North Farmington Station - Phase 1)

A parcel of land, situate in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Farmington, Utah, more particularly described as follows:

Beginning at a point being North 0020'03" West 837.79 feet along the quarter-section line and East 419.81 feet from the South Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian (NAD83 bearing being North 00°00'16" East along the quarter line between the South Quarter and the Center of said Section 14 per the Davis County Township Reference Plat); and running thence North 00°21'58" East 20.00 feet; thence South 89°38'13" East 1.29 feet; thence Northeasterly 16.64 feet along the arc of a 10.00 feet radius curve to the left (center bears North 00°21'47" East and the chord bears North 42°40'54" East 14.79 feet with a central angle of 95°21'47"); thence North 05°00'00" West 138.54 feet; thence Northerly 16.10 feet along the arc of a 172.00 feet radius curve to the right (center bears North 95°00'00" East and the chord bears North 02°19'07" West 16.09 feet with a central angle of 05°21'47"); thence North 00°21'47" East 106.51 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of 90°00'00"); thence North 00°21'47" East 28.75 feet; thence South 89°38'19" East 250.01feet; thence Northerly 9.43 feet along the arc of a 231.50 feet radius curve to the left (center bears South 79°35'12" West and the chord bears North 11°33'50" West 9.43 feet with a central angle of 02°20'03"); thence Northerly 61.36 feet along the arc of a 268.50 feet radius curve to the right (center bears North 77°16'09" East and the chord bears North 05°11'02" West 61.23 feet with a central angle of 13°05'38"); thence North 00°21'47" East 180.44 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'07" West 34.65 feet with a central angle of 89°59'47") to the Southerly Right-of-Way line of Burke Lane; thence South 89°38'07" East 86.00 feet along said Southerly Right-of-Way line; thence Southwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears South 00°21'47" West and the chord bears South 45°21'47" West 34.65 feet with a central angle of 90°00'00"); thence South 00°21'47" West 180.44 feet; thence Southerly 52.91 feet along the arc of a 231.50 feet radius curve to the left (center bears South 89°38'13" East and the chord bears South 06°11'02" East 52.79 feet with a central angle of 13°05'38"); thence Southerly 61.36 feet along the arc of a 268.50 feet radius curve to the right (center bears South 77°16'09" West and the chord bears South 06°11'02" East 61.23 feet with a central angle of 13°05'38"); thence South 00°21'47" West 319.08 feet; thence North 89°38'13" West 37.00 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of 90°00'00"); thence North 89°38'13" West 162.96 feet; thence South 71°16'45" West 21.16 feet; thence North 89°38'13" West 19.67 feet to the point of beginning.

Contains 101,372 square feet or 2.327 acres and 31 Units. **Parcel ID Nos.:**08-687-0176 through 08-687-0208.

Sego Homes at Station Park Phase 2

A parcel of land, situate in the Southeast Quarter of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Farmington, Utah, more particularly described as follows:

Beginning at a point on the Easterly Right-of-Way line of 1525 West Street, said point being North 00°20'03" West 1,008.59 feet along the quarter-section line and East 17.54 feet from the South Quarter Corner of Section 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian (NAD83 bearing being North 00°00'16" East along the guarter line between the South Quarter and the Center of said Section 14 per the Davis County Township Reference Plat); and running thence along said Easterly Right-of-Way line the following two (2) courses: (1) Northwesterly 148.16 feel along the arc of a 761.00 feet radius curve to the right (center bears North 78°52'41" East and the chord bears North 05°32'40" West 147.93 feet with a central angle of 11°09'18"); (2) North 00°01'59" East 304.33 feet to the Southerly Right-of-Way line of Burke Lane; thence South 89°38'13' East 333.94 feet along said Southerly Right-of-Way line; thence South 00°21'47" West 275.00 feet; thence South 89°38'19" East 60.42 feet; thence South 00°21'47" West 28.75 feet; thence Southeasterly 38.48 feet along the arc of a 24.50 feet radius curve to the right (center bears South 00°21'47" West and the chord bears South 44°38'13" East 34.65 feet with a central angle of 90°00'00"); thence South 00°21'47" West 106.51 feet; thence Southerly 16.10 feet along the arc of a 172.00 feet radius curve to the left (center bear's South 89°38'13' East and the chord bears South 02°19'07" East 16.09 feet with a central angle of 05°21'47"); thence South 05°00'00" East 4.60 feet; thence South 88°17'04" West 91.16 feet; thence North 89°38'13" West 26.00 feet; thence North 00°21'47" East 12.14 feet; thence Northwesterly 38.48 feet along the arc of a 24.50 feet radius curve to the left (center bears North 89°38'13" West and the chord bears North 44°38'13" West 34.65 feet with a central angle of 90°00'00"); thence North 89°38'13" West 237.46 feet; thence Southwesterly 43.40 feet along the arc of a 24.50 feet radius curve to the left (center bears South 00°21'47" West and the chord bears South 39°37'14" West 37.94 feet with a central angle of 101°29'06") to the point of beginning.

Contains 156,172 square feet or 3.585 acres, 43 Townhome Units and 1 Parcel.

Parcel ID Nos.: 08-692-0101 through 08-692-0133,

08-692-0207 through 08-692-0211, and 08-692-0218 through 08-692-0231.