

Recorded at the Request of:

Mayflower Lakeside Development, LLC
7135 S. Highland Drive, Suite 203
Salt Lake City, UT 84121

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

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 Mayflower Lakeside Village South Condominium PHASE 9I (Building 9) (the “Declaration”) recorded with in the official records of the County Recorder for Wasatch County, State of Utah, at Entry No. 543904. The Declaration (and any future amendments and supplements thereto) 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 Mayflower Lakeside a planned unit development project in Park City, State of Utah,

THAT:

1. The Mayflower Lakeside Village Condominium Owners Association (Building 9-I), Inc. (the “Association”) is the beneficiary of the Reinvestment Fee Covenant. Payment of the reinvestment shall be paid to the Association. The current address for the Association’s principle office is 7135 S. Highland Dr., Suite 203, Salt Lake City, UT 84121. The Association’s registered agent is Lee Burbidge and may be contacted at: (801) 918-7812; 7135 S. Highland Dr., Suite 203, Salt Lake City, UT 84121

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 property as the purpose of 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. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property, unless otherwise provided by Utah law.

6. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

DATED this 5th day of September, 2024.

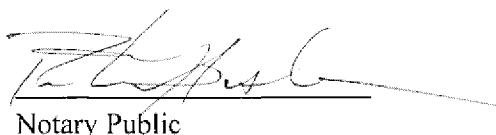
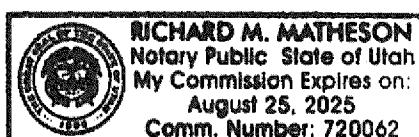
**MAYFLOWER LAKESIDE VILLAGE CONDOMINIUM
OWNERS ASSOCIATION (BUILDING 9-I), INC.**



By: Preston Burbidge, Board Member and
Authorized Representative

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

On this 5th day of September, 2024, personally appeared before me Preston Burbidge, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is a Board member and authorized representative of Mayflower Lakeside Condominium Owners Association (Building 9-I), Inc., and that he executed the foregoing on behalf said entity being authorized and empowered to do so, and he acknowledged before me that such entity executed the same for the uses and purposes stated therein.



Notary Public

EXHIBIT A

(Legal Description)

BEGINNING AT A POINT ON THE WESTERLY LINE OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING 589.80 FEET NORTH $00^{\circ}07'04''$ WEST THE SOUTHWEST CORNER OF SAID SECTION 19, AND RUNNING SOUTH $50^{\circ}18'00''$ EAST 222.68 FEET TO A POINT AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT OF WAY OF HIGHWAY 319 AND THE SOUTHEASTERLY RIGHT OF WAY OF MAYFLOWER LOOP ROAD, SAID POINT BEING ON A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2371.82 FEET

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGEL OF $0^{\circ}22'30''$, AN ARC DISTANCE OF 15.53 FEET, (CHORD BEARS SOUTH $50^{\circ}06'45''$ EAST 15.53 FEET) TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 2371.82 FEET;

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $1^{\circ}35'40''$ AN ARC DISTANCE OF 66.00 FEET (CORD BEARS SOUTH $49^{\circ}07'40''$ EAST 66.00 FEET) TO THE **POINT OF BEGINNING**;

THENCE NORTH $40^{\circ}52'21''$ EAST, 312.05 FEET,

THENCE SOUTH $49^{\circ}01'44''$ EAST, 120.82 FEET,

THENCE SOUTH $77^{\circ}26'53''$ EAST, 96.29 FEET,

THENCE SOUTH $29^{\circ}01'36''$ EAST, 13.35 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.00 FEET

THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $74^{\circ}05'24''$ AN ARC DISTANCE OF 104.74 FEET (CHORD BEARS SOUTH $24^{\circ}53'47''$ WEST, 97.60 FEET)

THENCE SOUTH $87^{\circ}37'38''$ WEST, 253.24 FEET TO THE **POINT OF BEGINNING**

CONTAINS 1.11 ACRES, MORE OR LESS

PARCEL NOS. 00-0022-0136 thru 00-0022-0147