

WHEN RECORDED, RETURN TO:

RICHARDS, KIMBLE & WINN, PC
2040 Murray Holladay Rd., Ste 106
Salt Lake City, UT 84117
(See Below for HOA Contact Info)

**AMENDED NOTICE OF
REINVESTMENT FEE COVENANT**
(Pursuant to Utah Code Ann. §57-1-46)

This Notice serves as notice of an amended reinvestment fee covenant that was recorded on October 29, 2010, as Entry No. 94112:2010 in the Recorder's Office for Utah County, Utah.

This Amended Notice of Reinvestment Fee Covenant supersedes and replaces in its entirety that Notice of Reinvestment Fee Covenant recorded on June 2, 2010, as Entry No. 45061:2010 in the office of the Utah County Recorder.

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES that:

1. A reinvestment fee is due from the **first owner** of a lot (and only the first owner), other than the Declarant, upon the transfer of title to such first owner. The name and address of the beneficiary under the above referenced reinvestment fee covenant is the Gables at Saratoga Springs Homeowners Association, care of **Community Solutions & Sales, PO Box 548, West Jordan, UT 84084. Phone: (801) 955-5126**. If and when the contact information in this paragraph becomes outdated, contact with the Association may be made through its registered agent. The current registered agent of the Association can be found through the Utah Department of Commerce Division of Corporations.
2. The burden of the above referenced reinvestment fee covenant is intended to run with the land described in **Exhibit A** and to bind successors in interest and assigns. The existence of the reinvestment fee covenant precludes the imposition of an additional reinvestment fee covenant on the Property. The above referenced reinvestment fee covenant shall continue and remain in full force and effect until there is recorded an amendment to the Declaration of Covenants, Conditions and Restrictions of Gables at Saratoga Springs terminating such reinvestment fee covenant in accordance with the procedures set forth in such Declaration. The purpose of the fee required to be paid under the reinvestment fee covenant is to provide in part for payment for common facilities and infrastructure and Association expenses. The fee required to be paid under the reinvestment fee covenant is required to benefit the Property.
3. **Exemptions.** The following are not subject to the above referenced reinvestment fee covenant:
 - (a) an involuntary transfer;
 - (b) a transfer that results from a court order;
 - (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
 - (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or

(e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant requires the payment of the Association's costs directly related to the transfer of the burdened property, not to exceed \$250.

DATE: 11/11, 2010

**GABLES AT SARATOGA SPRINGS
HOMEOWNERS ASSOCIATION**



By: Curtis G. Kimble, Esq.
Its: Authorized Agent

STATE OF UTAH)
):ss
COUNTY OF SALT LAKE)

Curtis G. Kimble personally appeared before me and acknowledged that he has knowledge of the facts set forth in the Notice and that he believes that all statements made in this Notice are true and correct. Subscribed and sworn to before me on November 11, 2010.

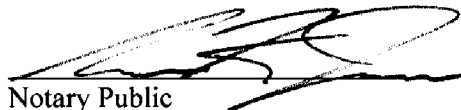
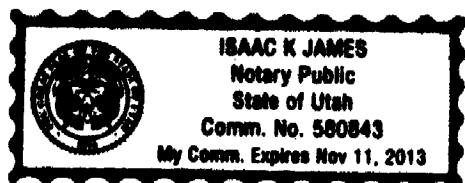

Notary Public

EXHIBIT A**Legal Description**

Lots 1 – 70 GABLES AT SARATOGA SPRINGS PUD PHASE 1, in Utah County, City of Saratoga Springs.

(Serial Numbers 40:414:0001 through 40:414:0070)

All as more particularly described as follows:

Beginning at a point N89°51'52"E 898.81 feet along the Section Line and South 162.21 feet from the North Quarter Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running thence N66°50'27"E 167.81 feet; thence Southeasterly 15.42 feet along the arc of a 25.00 foot radius curve to the left, chord bears S74°34'22"E 15.17 feet; thence Northeasterly 76.76 feet along the arc of a 216.00 foot radius curve to the right, chord bears N80°46'35"E 76.35 feet; thence S89°02'37"E 96.06 feet; thence Southeasterly 59.72 feet along the arc of a 216.00 foot radius curve to the right, chord bears S81°07'23"E 59.53 feet; thence Southeasterly 24.59 feet along the arc of a 184.00 foot radius curve to the left, chord bears S77°01'50"E 24.57 feet; thence S00°35'11"W 280.19 feet; thence S00°52'43"W 88.87 feet; thence N87°26'32"E 0.92 feet to the Northwestern Corner of an existing Boundary Line Agreement as recorded February 13, 2003 as Entry No. 22465:2003 in the Utah County Recorder's Office; thence S00°57'23"W 575.81 feet along the Westerly Line of said Boundary Line Agreement; thence N89°26'17"W 277.24 feet; thence N00°33'43"E 331.59 feet; thence Northwesterly 223.32 feet along the arc of a 343.00 foot radius curve to the left, chord bears N18°05'23"W 219.39 feet; thence Northwesterly 134.77 feet along the arc of a 207.00 foot radius curve to the right, chord bears N18°05'23"W 132.40 feet; thence N00°33'43"E 111.49 feet; thence Northwesterly 111.59 feet along the arc of a 209.00 foot radius curve to the left, chord bears N14°44'01"W 110.27 feet to the point of beginning.

Contains 314,284 SF or 7.215 acres