ENT 89058: 2018 PG 1 of 3
Jeffery Smith
Utah County Recorder
2018 Sep 17 04:43 PM FEE 42.00 BY DA
RECORDED FOR Provo Land Title Co.
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO: Edge Homes Utah LLC 13702 S. 200 W. #B12 Draper, UT 84020

NOTICE OF REINVESTMENT FEE COVENANT

(North Pointe Village – Master Association)

Pursuant to Utah Code Ann. § 57-1-46(6), the North Pointe Master Association ("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 Master Declaration of Covenants, Conditions, and Restrictions for North Pointe Village recorded with the Utah County Recorder on Line 17. 2018 as Entry No. 89045: 2018, 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 Board of Directors in accordance with Section 5.15 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 North Pointe Village that:

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

North Pointe Master Association 13702 S. 200 W. #B12 Draper, UT 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's members, 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 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.

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 Utah County Recorder.

DATED this day of June, 2018.

Edge Cateway, UC
a Utah limited liability company,

By: Staus Madden

Its: Manager

STATE OF UTAH
) ss.

COUNTY OF Utah

On the day of June, 2018, personally appeared before me
Steve Maddex who by me being duly sworn, did say that she/he is an authorized representative of Edge Cateway LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Aulley King Notary Public

SHELLEY MAE KING
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695954
COMM. EXP. 07-10-2021

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EXHIBIT A

[Legal Description]

All of **North Pointe Village P.U.D. Subdivision**, according to the official plat thereof, recorded in the office of the Utah County Recorder.

More particularly described as:

Beginning at the intersection of a Boundary Line Agreement as described in Entry No. 29275:2015 in the Utah County Recorder's Office and a Westerly Line of a Warranty Deed as described in Entry No. 82730:2016 in the Utah County Recorder's Office, said point lies North 00°08'15" West 664.882 feet along the East Section Line of the Northeast Quarter of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearings is North 00°01'23" West between the South Quarter Corner and the North Quarter Corner of said Section 2) and West 146.420 feet from the East Quarter Corner of said Section 2 and running thence South 89°51'07" West 1177.295 feet along said Boundary Line Agreement to a point on the West Line of the Southeast Quarter of the Northeast Quarter of said Section 2; thence along said West Line North 00°04'49" West 16.673 feet to the Southerly Line of a Warranty Deed as described in Entry No. 96085:2016 in the Utah County Recorder's Office; thence along said Warranty Deed No. 96085:2016 the following (2) courses: 1) North 89°51'07" East 324.980 feet; 2) North 18°25'00" West 683.851 feet to a Boundary Line Agreement as described in Entry No. 9715:2017 in the Utah County Recorder's Office; thence along said Boundary Line Agreement No. 9715:2017 North 89°53'24" East 1171.212 feet to said Westerly Line of Warranty Deed No. 82730:2016; thence along said Westerly Line of Warranty Deed No. 82730:2016; thence along said Westerly Line of Warranty Deed No. 82730:2016; thence along said Westerly Line of Warranty Deed No. 82730:2016 the following (3) courses: 1) South 00°08'15" East 573.761 feet to a point on a 116.000 foot radius non tangent curve to the right, (radius bears North 64°21'14" West); 2) along the arc of said curve 129.990 feet through a central angle of 64°12'21"; 3) South 00°08'53" East 25.993 feet to the point of beginning.

Property contains 16.235 acres.