WHEN RECORDED RETURN TO: Juniper Springs Townhomes, LLC 1950 N 2200 W - Suite 9 Salt Lake City, UT 84116 ENT 115416: 2021 PG 1 of 3 Andrea Allen Utah County Recorder 2021 Jun 28 12:53 PM FEE 70.00 BY MG RECORDED FOR Hickman Land Title Layton ELECTRONICALLY RECORDED

NOTICE OF REINVESTMENT FEE COVENANT

(Juniper Springs Plat 3)

Pursuant to Utah Code § 57-1-46(6), the Juniper Springs Owners Association ("**Association**") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in <u>Exhibit A</u> (the "**Burdened Property**"), attached hereto, which is subject to the Declaration of Covenants, Conditions, and Restrictions for Juniper Springs recorded with the Utah County Recorder on September 12, 2019 as Entry No. 89885:2019, 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 5.19 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 the Juniper Springs project that:

- The name and address of the beneficiary of the Reinvestment Fee Covenant is:
 Juniper Springs Owners Association
 River Bend Way, Suite A
 North Salt Lake, UT 84054
- 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 12 day of February, 2021.

DECLARANT
JUNIPER SPRINGS TOWNHOMES, LLC

a Utah limited liability company

By: Westates Companies, LLO, its Manager

Ву:

Stan T. Rowlan, its Manager

STATE OF UTAH

COUNTY OF Salt Lake) ss.

On the 12 day of February, 2021, personally appeared before me 5 tour 1. Record who by me being duly sworn, did say that she/he is an

authorized representative of Juniper Springs Townhomes, LLC and Westates Companies, LLC, and that the foregoing instrument is signed on behalf of said companies and executed with all

necessary authority.

Notary Public

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NOTARY PUBLIC TRAVIS S TAYLOR COMM. # 705080 COMMISSION EXPIRES MAY 1, 2023 STATE OF UTAH

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EXHIBIT A

LEGAL DESCRIPTION

All of **JUNIPER SPRINGS TOWNHOMES**, **PLAT 3**, according to the official plat filed in the office of the Utah County Recorder.

Including Lots 301 through 325 and Common Area

parcels 43-290-0301 through 43-290-0324

More particularly described as:

A parcel of land lying and situate in the East Half of Section 30, Township 5 South, Range 1 West, Salt Lake Base and Meridian. Comprising a 1.51 acre portion of that particular parcel of land described in that certain Trustee's Deed recorded as Entry 120681: 2008 (Parcel Serial #58:040:0345) of said County Records. Basis of Bearing for Subject Parcel being GEODETIC NORTH as determined by GPS or

S89°49'10"E 2761.36' (measured) between North Quarter Corner of said Section 30 and the north Reference Point to the Northeast Corner of Said Section, which is a "X" chiseled in the curb. Subject parcel being more particularly described as follows:

Commencing at the Utah County Surveyor's monument monumentalizing the North Quarter Corner of said Section 30, thence South 89°37'55" East 374.23 feet coincident with the calculated north line of the Northeast Quarter of said Section 30; Thence

South 00°22'05" West 3070.12 feet to the Southwest Corner of Juniper Springs Townhomes, Plat 2 and the TRUE POINT OF BEGINNING;

Thence the following six (6) courses coincident with the south boundary of said Plat 2, 1) North 72°15'12" East 194.85 feet; 2) North 17°44'48" West 87.32 feet; 3) North 72°15'12" East 151.77 feet; 4) South 05°37'43" East 25.09 feet; 5) South 20°24'06" East 146.04 feet; 6) South 39°21'19" East 5.25 feet; Thence departing said Plat 2 boundary South 71°57'59" West 155.08 feet to a point on the arc of a 284.00 foot radius curve; Thence Southeasterly 70.61 feet along the arc of said 284.00 foot radius curve to the left (center bears North 70°33'47" East) [chord bears South 26°33'34" East 70.43 feet] through a central angle of 14°14'41"; Thence South 33°40'54" East 19.43 feet; Thence South 57°02'39" West 193.32 feet to a point on the arc of a 646.00 foot radius curve; Thence Northerly 158.24 feet along the arc of a 646.00 foot radius curve to the right (center bears North 56°53'43" East) [chord bears North 26°05'14" West 157.85 feet] through a central angle of 14°02'06" to a point of tangency; Thence North 19°04'11" West 71.59 feet to the point of beginning.