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Book - 10591 Pg - 3493-3495
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
BLUFFDALE CITY
2222 W 14400 S
BLUFFDALE UT 84065
BY: CRP, DEPUTY - WI 3 P.

NOTICE OF REINVESTMENT FEE COVENANT
(Plat N-2)

Pursuant to Utah Code Ann. § 57-1-46(6), the Independence at the Point Master Owners Association, Inc., a Utah non-profit corporation (the "**Association**"), hereby gives notice of a Reinvestment Fee Covenant which burdens the real property described in Exhibit A (the "**Burdened Property**"), attached hereto, and any additional land that is annexed into and made subject to the Declaration of Covenants, Conditions, Easements and Restrictions for Independence at the Point, that was recorded October 17, 2012, as Entry No. 11493945, in the records of Salt Lake County, 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 is required to pay a reinvestment fee determined by the Association's Board of Directors in accordance with Article VII, Section 7.9 of the Declaration, unless the transfer falls within an exclusion listed in Utah Code § 57-1-46(8).

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within **Independence at the Point, Plat N-2** subdivision plat that:

1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:
Independence at the Point Master Owners Association, Inc.
1099 W. South Jordan Parkway
South Jordan, UT 84095
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 undersigned 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 Salt Lake County Recorder.

DATED this 23 day of August, 2017.

Independence at the Point Master Owners Association, Inc.

a Utah nonprofit corporation

By: _____

Its: _____

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

On the 23 day of August, 2017, personally appeared before me Bryan Flamm who by me being duly sworn, did say that she/he is an authorized representative of Independence at the Point Master Owners Association, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Mindy Dansie
Notary Public



EXHIBIT A

(Legal Description)

All of **Independence at the Point, Plat "N-2"**, according to the official plat thereof, on file in the office of the Salt Lake County Recorder.

More particularly described as:

A PORTION OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN SALT LAKE COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°32'53"W ALONG THE SECTION LINE 36.05 FEET AND SOUTH 1886.63 FEET FROM THE NORTH 1/4 CORNER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING: S89°46'54"W BETWEEN THE NORTHEAST CORNER AND THE NORTH 1/4 CORNER OF SECTION 14, T4S, R1W, SLB&M); THENCE N64°29'40"E 93.83 FEET; THENCE N70°05'48"E 66.00 FEET; THENCE ALONG THE ARC OF A 1600.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N70°05'48"E) TO THE LEFT 96.66 FEET THROUGH A CENTRAL ANGLE OF 3°27'41" (CHORD: S21°38'03"E 96.65 FEET); THENCE S65°55'08"W 66.00 FEET; THENCE ALONG THE ARC OF A 1666.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N66°36'24"E) TO THE LEFT 117.33 FEET THROUGH A CENTRAL ANGLE OF 4°02'07" (CHORD: S25°24'39"E 117.31 FEET); THENCE S27°25'43"E 299.96 FEET; THENCE ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT 196.35 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD: S17°34'17"W 176.78 FEET); THENCE S62°34'17"W 26.37 FEET; THENCE S27°25'43"E 60.00 FEET; THENCE S62°34'17"W 285.20 FEET; THENCE ALONG THE ARC OF A 1120.00 FOOT RADIUS CURVE TO THE LEFT 98.46 FEET THROUGH A CENTRAL ANGLE OF 5°02'13" (CHORD: S60°03'11"W 98.43 FEET); THENCE N32°27'55"W 60.00 FEET; THENCE N32°29'38"W 92.68 FEET; THENCE N35°15'11"W 40.72 FEET; THENCE N9°02'42"W 38.27 FEET; THENCE N3°38'39"E 57.52 FEET; THENCE N68°21'48"W 118.97 FEET; THENCE N76°31'25"W 87.69 FEET; THENCE N9°32'15"E 85.90 FEET; THENCE N0°32'59"W 107.35 FEET; THENCE N66°07'18"E 98.26 FEET; THENCE N75°02'09"E 143.72 FEET; THENCE N61°27'22"E 90.00 FEET; THENCE N28°32'38"W 105.00 FEET; THENCE N61°27'22"E 89.84 FEET; THENCE N27°25'43"W 15.85 FEET; THENCE ALONG THE ARC OF A 1060.00 FOOT RADIUS CURVE TO THE RIGHT 9.28 FEET THROUGH A CENTRAL ANGLE OF 0°30'06" (CHORD: N27°10'40"W 9.28 FEET); THENCE N63°04'23"E 60.00 FEET; THENCE ALONG THE ARC OF A 1000.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N63°04'23"E) TO THE RIGHT 24.95 FEET THROUGH A CENTRAL ANGLE OF 1°25'46" (CHORD: N26°12'44"W 24.95 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±7.87 ACRES