

3-30

When Recorded Return To:  
Miller Family Real Estate, L.L.C.  
9350 South 150 East, #900  
Sandy, Utah 84070

13083394  
09/25/2019 04:35 PM \$70.00  
Book - 10836 Pg - 3120-3122  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
MILLER FAMILY REAL ESTATE  
BY: MGP, DEPUTY - WI 3 P.

Parcel No. 27-24-376-065

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## NOTICE OF REINVESTMENT FEE COVENANT

(Draper Towns)

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Pursuant to Utah Code § 57-1-46(6), the Draper Towns Homeowners Association, Inc., a Utah nonprofit corporation (the "Association"), hereby gives notice of a Reinvestment Fee Covenant which burdens all 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, and Restrictions for Draper Towns, that was recorded on September 25, 2019, as Entry No. 130833943, in Book 10836, at Pages 3120-3122 3065-3119, in the records of Salt Lake County, Utah, 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 determined 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).

**BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES** owning, purchasing, or assisting with the closing of Burdened Property conveyance within the Draper Towns Subdivision that:

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

Draper Towns Homeowners Association, Inc.  
9350 South 150 East, #900  
Sandy, UT 84070

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 Miller Family Real Estate, L.L.C. 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 12 day of September, 2019.

MILLER FAMILY REAL ESTATE, L.L.C.,  
a Utah limited liability company

By: [Signature]

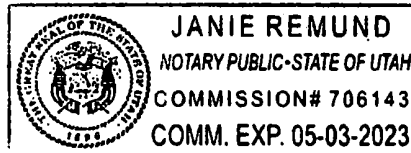
Name: Bradley Holmes

Its: Operating Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake

On the 12 day of September, 2019, personally appeared before me Bradley Holmes who by me being duly sworn, did say that she/he is an authorized representative of Miller Family Real Estate, L.L.C., a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]  
Notary Public



**EXHIBIT A**

**[Legal Description]**

All of **Draper Towns Subdivision**, according to the official plat on file in the office of the Salt Lake County Recorder.

Including Lots 1 – 25 (Parcel Numbers for individual lots not yet assigned)  
More particularly described as:

A part of the South Half of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Draper City, Salt Lake County, Utah:

Beginning at the Northeast Corner of Lot 107, Sunrise Station Phase 3 Subdivision as it exists on the ground located 1599.64 feet South  $0^{\circ}21'11''$  West along the Quarter Section Line; and 146.24 feet North  $89^{\circ}51'40''$  West from the Center of said Section 24; and running thence North  $89^{\circ}51'40''$  West 486.12 feet along said North Boundary Line to the Southeasterly Line of the Railroad Right-of-Way; thence North  $5^{\circ}33'46''$  East 183.05 feet along said Railroad Right-of- Way Line; thence South  $89^{\circ}47'40''$  East 79.46 feet along the South Side of an existing wall; thence North  $0^{\circ}11'30''$  East 28.51 feet; thence South  $89^{\circ}48'30''$  37.34 feet; thence South  $0^{\circ}11'30''$  West 28.52 feet; thence South  $89^{\circ}47'40''$  East 446.35 feet along the South Side of an existing wall; thence South  $27^{\circ}35'31''$  West 204.62 feet to the point of beginning.

Contains 96,517 sq. ft.  
or 2.216 acres