WHEN RECORDED RETURN TO: SMITH KNOWLES, P.C. 2225 WASHINGTON BOULEVARD, #200 OGDEN, UTAH 84401 13088000 10/1/2019 8:50:00 AM \$80.00 Book - 10839 Pg - 3783-3785 RASHELLE HOBBS Recorder, Salt Lake County, UT SMITH KNOWLES PC BY: eCASH, DEPUTY - EF 3 P.

AMENDED NOTICE OF REINVESTMENT FEE COVENANT

(Pursuant to Utah Code Ann. § 57-1-46)

Pursuant to the requirements of Utah Code Ann. § 57-1-46, this instrument is an Amended Notice of Reinvestment Fee Covenant ("Notice") that satisfies the requirements of Utah Code Ann. § 57-1-46(6) and serves as a record notice for that certain reinvestment fee covenant (the "Amended Reinvestment Fee Covenant") that was duly approved and recorded on September 6, 2019, as Entry No. 13068292 against the Property defined within the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Draper Mill Subdivision in Salt Lake County, Utah, as amended ("First Amendment").

This Amended Reinvestment Fee Covenant hereby amends, replaces and supersedes any prior Notice of Reinvestment Fee Covenant recorded in the Salt Lake County Recorder's Office, rendering it of no further force and effect

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

- 1. The name and address of the beneficiary under the above referenced Amended Reinvestment Fee Covenant is Draper Mill Homeowners Association, Inc., c/o Community Solutions & Sales 12371 900 E Suite 200, Draper UT 84020. If and when the contact information is this paragraph becomes outdated, contact with the Association may be made through its registered agent.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 Amended Reinvestment Fee Covenant is intended to run with the Property, described in **Exhibit "A"**, and to bind successors in interest and assigns. The duration of the above referenced Amended Reinvestment Fee Covenant shall continue and remain in full force and effect until there is recorded an instrument directing the termination or amendment of such Reinvestment Fee Covenant, as provided in the Declaration.
- 3. As of the date of this Amended Reinvestment Fee Covenant, with the exception of those Lots conveyed by Declarant or Declarant Related Entities (as defined in the Declaration) the Association shall levy a one-time reinvestment fee when a change in ownership of a Lot occurs in the amount of \$500.
 - (a) For those Lots conveyed by Declaration or Declarant Related Entities, the Declarant or Declarant Related Entity shall pay \$250 of the \$500 reinvestment fee, with the purchaser paying the remainder of the Reinvestment Fee.

Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Amended Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the maintenance of the Association Common Areas, facilities and/or Association expenses.

DATED: <u>/0-/</u>, 2019.

DRAPER MILL HOMEOWNERS ASSOCIATION, INC.

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Burt R. Willie

Attorney and Authorized Agent for Draper Mill Homeowners Association, Inc.

STATE OF UTAH) : ss COUNTY OF WEBER

Burt R. Willie, being first duly sworn, says that he is the attorney and authorized agent for The Draper Mill Homeowners Association, Inc., is authorized by the Association to execute the foregoing, and that the same is true and correct of his own knowledge and belief.

DEBRA HOHOSH
NOTARY PUBLIC • STATE OF UTAH
COMMISSION NO. 685085
COMM. EXP. 11/12/2019

EXHIBIT A

Lots 1 through 31, inclusive, DRAPER MILL SUBDIVISION, according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder, State of Utah. Together with: (a) The undivided ownership interest in said Project's Common Areas and Facilities which is appurtenant to said unit, (the referenced Declaration of Project providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Project (as said project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented).

The following is for informational purposes only:

Tax ID No. 27-26-427-027 AND 27-26-427-028