13191657 2/12/2020 8:16:00 AM \$176.00 Book - 10895 Pg - 3546-3548 RASHELLE HOBBS Recorder, Salt Lake County, UT MILLER HARRISON LLC BY: eCASH, DEPUTY - EF 3 P.

NOTICE OF REINVESTMENT FEE COVENANT

(Granite Legacy)

Pursuant to Utah Code § 57-1-46(6), the Granite Legacy Homeowners 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 and Reservation of Easements and Bylaws for Granite Legacy Subdivision, recorded with the Salt Lake County Recorder on August 3, 2018, as Entry No. 12823724, 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, 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 Granite Legacy that:
- 1. The name and address of the beneficiary of the Reinvestment Fee Covenant is:

Granite Legacy Homeowners Association c/o Treo Community Management 8180 South 700 East, Suite 120 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 unless otherwise amended.
- 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) charitable purposes; or (h) common expenses of the Association, including funding Association reserves.

- 6. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property.
- 7. For the amount of the Reinvestment Fee owed, please contact the Association.

IN WITNESS WHEREOF, the Granite Legacy Homeowners Association has executed this Notice of Reinvestment Fee Covenant on the date set forth below, to be effective upon recording with the Davis County Recorder.

DATED this 10 day of January, 2010.

Granite Legacy Homeowners Association

a Utah Non-Profit Corporation

Its: Registered Agent

STATE OF UTAH

COUNTY OF Salt Lake

CARLI CHRISTENSEN Notary Public – State of Utah Comm. No. 698705 My Commission Expires on Jan 29, 2022

Notary Public

EXHIBIT A

Legal Description and Parcel Numbers

All of **Granite Legacy** as shown on the Plat Map thereof on record in the Salt Lake County Recorder's Office.

Parcel No. 16-31-226-011-0000 through 16-31-226-013-0000;

Parcel No. 16-31-227-022-0000 through 16-31-227-029-0000;

Parcel No. 16-31-233-001-0000 through 16-31-233-020-0000;

Parcel No. 16-30-476-025-0000 through 16-30-476-049-0000;

Parcel No. 16-30-482-001-0000 through 16-30-482-010-0000;

Parcel No. 16-30-483-001-0000 through 16-30-483-010-0000;

Parcel No. 16-30-476-050-0000; and,

Parcel No. 16-30-476-051-0000.