

WHEN RECORDED RETURN TO:
Edge Parkside at HTC, LLC
13702 S. 200 W. #B12
Draper, UT 84020

13658307
5/10/2021 4:12:00 PM \$106.00
Book - 11172 Pg - 114-117
RASHELLE HOBBS
Recorder, Salt Lake County, UT
TRIDENT TITLE INSURANCE AGENCY
BY: eCASH, DEPUTY - EF 4 P.

NOTICE OF REINVESTMENT FEE COVENANT

(Parkside at Herriman Town Center Townhome Association – Phases 3 & 4)

Pursuant to Utah Code § 57-1-46(6), the Parkside at Herriman Town Center Townhome Association (“**Association**”) hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A (the “**Burdened Property**”), attached hereto, which is subject to the Declaration of Covenants, Conditions, and Restrictions for Park Side at Herriman Town Center Townhomes recorded with the Salt Lake County Recorder on May 14, 2020 as Entry No. 13269986, 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 **Parkside at Herriman Town Center** that:

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

Parkside at Herriman Town Center Townhome Association
13702 S. 200 W. #B12
Draper, UT 84020

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 Salt Lake County Recorder.

DATED this 29 day of December, 2020.

DECLARANT
EDGE PARKSIDE AT HTC, LLC
a Utah limited liability company,

By: [Signature]

Name: Steve Maddox

Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 29 day of December, 2020, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Parkside at HTC, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

[Signature]
Notary Public

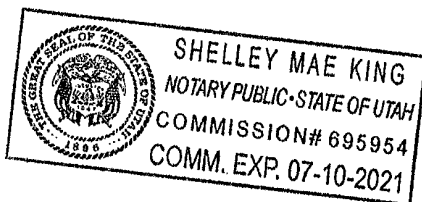


EXHIBIT A
[Legal Description]

All of **Parkside at Herriman Town Center Phase 3 Plat**, according to the official plat on file in the office of the Salt Lake County Recorder.

Including Lots **T-301 through T-329**

More particularly described as:

Beginning at a point on the Easterly Right-of-Way Line of Fort Herriman Parkway, said point being North 00°20'40" East 2,943.64 feet along the section line and East 159.78 feet from the South Quarter Corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 52°54'35" East 194.12 feet;
thence North 78°53'19" East 41.06 feet;
thence South 11°06'41" East 37.00 feet;
thence South 26°16'19" East 142.04 feet;
thence South 15°46'30" East 140.46 feet;
thence North 83°38'13" East 53.36 feet;
thence South 06°21'47" East 111.99 feet;
thence South 20°32'41" West 112.32 feet;
thence South 10°51'56" West 271.55 feet;

thence South 65°49'54" East 116.34 feet to the Westerly Right-of-Way Line of Summerdale Drive;
thence Southwesterly 177.28 feet along the arc of a 670.15 feet radius curve to the right (center bears North 57°37'14" West and the chord bears South 39°57'27" West 176.76 feet with a central angle of 15°09'23") along said Westerly Right-of-Way Line of Summerdale Drive;

thence Northwesterly 9.44 feet along the arc of a 20.00 feet radius curve to the left (center bears South 79°50'11" West and the chord bears North 23°41'04" West 9.35 feet with a central angle of 27°02'30");

thence North 37°12'19" West 300.54 feet;

thence Northeasterly 634.15 feet along the arc of a 519.05 feet radius curve to the left (center bears North 53°10'37" West and the chord bears North 01°49'20" East 595.44 feet with a central angle of 70°00'05");

thence Northwesterly 32.78 feet along the arc of a 20.00 feet radius curve to the left (center bears South 56°49'17" West and the chord bears North 80°07'39" West 29.23 feet with a central angle of 93°53'52");

thence Southwesterly 12.50 feet along the arc of a 50.50 feet radius curve to the left (center bears South 37°04'35" East and the chord bears South 45°49'58" West 12.47 feet with a central angle of 14°10'54");

thence South 38°44'31" West 13.97 feet;

thence Southwesterly 12.50 feet along the arc of a 50.50 feet radius curve to the right (center bears North 51°15'29" West and the chord bears South 45°49'58" West 12.47 feet with a central angle of 14°10'54");

thence South 52°55'25" West 30.76 feet;

thence Northwesterly 20.43 feet along the arc of a 429.50 feet radius curve to the left (center bears South 55°38'59" West and the chord bears North 35°42'48" West 20.43 feet with a central angle of 02°43'34") to the Easterly Right-of-Way Line of Fort Herriman Parkway;

thence North 37°04'35" West 20.50 feet along said Easterly Right-of-Way Line of Fort Herriman Parkway to the point of beginning.

Contains 144,498 Square Feet or 3.317 Acres

All of **Parkside at Herriman Town Center Phase 4 Plat**, according to the official plat on file in the office of the Salt Lake County Recorder.

Including Lots **T-401 through T-443**

More particularly described as:

Beginning at a point being North 00°20'40" East 3,068.63 feet along the section line and East 354.17 feet from the South Quarter Corner of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 78°53'19" East 279.03 feet to the Westerly Right-of-Way Line of Brundisi Way;

thence Southeasterly 215.96 feet along the arc of a 1,008.24 foot radius curve to the right (center bears South 78°06'35" West and the chord bears South 05°45'14" East 215.55 feet with a central angle of 12°16'22") along said Westerly Right-of-Way Line of Brundisi Way;

thence South 00°22'57" West 308.66 feet along said Westerly Right-of-Way Line of Brundisi Way and the Westerly Right-of-Way of Summerdale Drive;

thence Southwesterly 374.21 feet along the arc of a 670.15 foot radius curve to the right (center bears North 89°36'52" West and the chord bears South 16°22'57" West 369.37 feet with a central angle of 31°59'38") along said Westerly Right-of-Way of Summerdale Drive;

thence North 65°49'54" West 116.34 feet;

thence North 10°51'56" East 271.55 feet;

thence North 20°32'41" East 112.32 feet;

thence North 06°21'47" West 111.99 feet;

thence South 83°38'13" West 53.36 feet;

thence North 15°46'30" West 140.46 feet;

thence North 26°16'19" West 142.04 feet;

thence North 11°06'41" West 37.00 feet to the point of beginning.

Contains 150,718 Square Feet or 3.460 Acres