

14119935 B: 11427 P: 279 Total Pages: 8
06/21/2023 03:08 PM By: avice Fees: \$226.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: JENKINS BAGLEY SPERRY, PLLC
285 W TABERNACLE ST STE 301ST GEORGE, UT 84770

Recorded at the request of:
Chateau Foret Home Owner's Association, Inc. ("Association")

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Richard M. Matheson
5383 South 900 East, Suite 205
Salt Lake City, Utah 84117

**NOTICE OF REINVESTMENT FEE
FOR
CHATEAU FORET HOME OWNER'S ASSOCIATION, INC.**

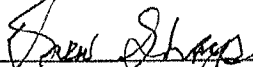
KNOW ALL PERSONS:

- The current address of the Association is on file with the Utah Homeowner Associations Registry which can be located at <https://secure.utah.gov/hoa/index.html>.
- The Declaration of Covenants, Conditions, and Restrictions governing the Association, duly recorded and as may have been or may be further amended from time to time, contains a Reinvestment Fee Covenant (Article 7.18) (the "Covenant").
- The Property subject to the Covenant is described in Exhibit A.
- The Covenant runs with the land in perpetuity and is binding upon all current owners, their heirs, successors and assigns.
- The existence of the Covenant prohibits the imposition of an additional Reinvestment Fee Covenant, unless otherwise provided by Utah law.
- The purpose of the Reinvestment Fee may only be used by the Association to pay costs directly related to the transfer of the burdened property, for other Association expenses or as otherwise allowed pursuant to Utah Code § 57-1-46(1)(a).
- The Association must be contacted for the amount of the fee.
- The fee is to be paid at the closing of property subject to the Covenant.
- The fee is for, and to be used for, the benefit of the Property.

[SIGNATURES ON FOLLOWING PAGE]

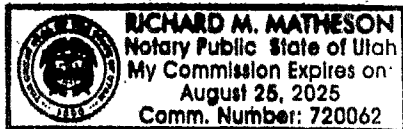
DATED this 21st day of JUNE, 20 23.

CHATEAUFORÉ HOME OWNERS
ASSOCIATION, INC., a Utah nonprofit
corporation


By: Drew Sharpe, President

STATE OF UTAH)
); ss.
County of Salt Lake)

On the 21st day of JUNE, 2023, personally appeared before me Drew Sharp who, being by me duly sworn, did say that he is the President of Chateau Foret Home Owners Association, Inc., a Utah nonprofit corporation in good standing; that he is the authorized individual empowered to sign this Amended Notice of Reinvestment Fee; and, that the Notice was signed on behalf of said Association and said person acknowledged to me that said Association authorized the execution of same.



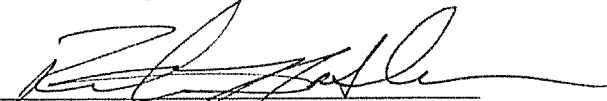

Notary Public

EXHIBIT A

to

**Amended and Restated Covenants, Conditions and Restrictions
(Legal Description of Land)**

Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00' E 356.70 feet and N 80 degrees 00' E 292.31 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, AND RUNNING THENCE N 70 degrees 00' E 60.94 feet; thence N 3 degrees 42'15" W 146.86 feet; thence N 88 degrees 22'19" E 76.65 feet; thence S 89 degrees 03'47" E 9.30 feet; thence N 87 degrees 16'E 146.99 feet to the centerline of Highland Circle; thence S 1 degree 00'20" W along said centerline 46.49 feet; thence S 24 degrees 29'30" E along said centerline 217.49 feet; thence S 87 degrees 16' W along a fence line 265.14 feet; thence S 83 degrees 11' W along a fence line 28.25 feet; thence S 88 degrees 21" W along a fence line 63.07 feet; thence N 3 degrees 27' W along a fence line 46.32 feet; thence N 15 degrees 44' W along a fence line 41.09 feet to the point of beginning. AND ALSO Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00' E 541.07 feet and N 88 degrees 08' E 226.33 feet and N 1 degree 52' W 3.33 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 88 degrees 08" E along the Chateau Foret Condominiums property line 77.04 feet; thence N 1 degree 52' W along said property line 19.60 feet; thence S 88 degrees 11'37" W along said property line 77.04 feet; thence S 1 degree 52' E 19.68 feet to the point of beginning.

INCLUDING an easement in perpetuity as herein described for ingress of the owners, their agents, employees, visitors and business invitees to the Property and the Units. The legal description of the aforesaid easement is as follows:

Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00' E 541.07 feet and N 88 degrees 08' E 226.33 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence N 1 degree 52' W 3.33 feet; thence N 88 degrees 08' E 77.04 feet; thence N 1 degree 52' W 62.38 feet; thence N 88 degrees 00' E 258.55 feet to the centerline of Highland Circle; thence S 1 degree 00'20" W along said centerline 25.03 feet; thence S 88 degrees 00' W 234.29 feet; thence S 3 degrees 42'15" E 164.24 feet; thence S 70 degrees 00' W 29.75 feet; thence N 1 degree 52' W 110.98 feet; thence S 88 degrees 08' W 77.04 feet; thence N 1 degree 52' W 21.67 feet to the point of beginning.

INCLUDING the right of access to and use of the swimming pool located at the Chateau Foret Condominium Property, subject to the conditions as set forth in this Declaration.

SUBJECT to a grant of easement of the owners of each unit in the Chateau Foret Condominium Development, their heirs, successors or assigns in perpetuity for the ingress and egress of their owners, their tenants, agents, visitors, or business invitees to the owners' unit and in the common areas. This easement is described as follows:

Beginning at a point on the East boundary of grantors property on the centerline of Highland Circle, said point being North 1,177.88 feet and East 1,046.54 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, **AND RUNNING** thence S 65 degrees 20' W 115.34 feet; thence S 87 degrees 42' W 209.33 feet; thence N 3 degrees 20' W 85.55 feet to the northerly line of grantors property; thence N 70 degrees 00' E along said northerly line 26.10 feet; thence S 3 degrees 20' E 68.48 feet; thence N 87 degrees 42' E 179.53 feet; thence N 65 degrees 20' E 110.47 feet to the centerline of said Highland Circle; thence S 24 degrees 29'30" E along said centerline 25.00 feet to the point of beginning." The aforesaid easement shall run with the land.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Units included within the above-described tract.

RESERVING UNDER DECLARANT, however, such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (In a manner which is reasonable and not inconsistent with the provisions of this Declaration) to improve the Commons Areas; with such facilities, including, but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected

shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

AND

Beginning at a point which is North 789.36 feet and East 392.70 feet and N 3 degrees 00' E 356.70 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2 South, Range 1 East, Salt Lake Base and meridian, and running thence N 3 degrees 00' E 184.37 feet; thence N 88 degrees 08' E 226.33 feet; thence N 1 degrees 52' W 3.33 feet; thence N 88 degrees 08' E 77.04 feet; thence N 1 degree 52' W 19.60 feet; thence S 88 degrees 11'37" W 266.58 feet; thence N 2 degrees 56' E 103.55 feet; thence N 87 degrees 00'00" W 34.57 feet; thence N e degrees 00'00" E 170.58 feet to the centerline of Big Cottonwood Creek; thence along said centerline of said creek as follows: S 76 degrees 00' E 153.00 feet more or less, S 56 degrees 30' E 77.00 feet more or less, N 70 degrees 10' E 311.00 feet more or less, and N 84 degrees 30' E 117.06 feet to the centerline of Highland Circle Road; thence S 74 degrees 45' W 86.80 feet along the center of Big Cottonwood Creek to a point of a 45.00 foot radius curve to the right, bearing to center 14 S 45 degrees 29'11" W, and running southerly along the arc of said curve 57.71 feet; thence S 81 degrees 02'15" E 32.77 feet to the centerline of the existing Highland Circle; thence S 27 degrees 26'20" W 61.515 feet to a point which is S 27 degrees 26'20" W 518.33 feet from a Salt Lake County surveyors monument at the centerline of the intersection of the Murray-Holladay Road and Highland Drive; thence S 1 degrees 00'20" W 147.51 feet along the centerline of said Highland Circle; thence S 87 degrees 16' W 146.99 feet; thence N 89 degrees 03'47" W 9.30 feet; thence S 88 degrees 22'19" W 76.65 feet; thence S 2 degrees 42'15" E 146.86 feet; thence S 70 degrees 00' W 60.94 feet; thence S 80 degrees 00' W 292.31 feet to the point of beginning." (Contains 4.280 acres)

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities to the extent that they are located outside the Units included within the above-described tract.

SUBJECT TO a grant of easement to Chateau Foret L.C., its successors as assigns in perpetuity for ingress and egress of its tenants, agents, employees, visitors of tenants and business invitees to certain apartments and appurtenant buildings located adjacent to the subdivision and property which is the subject of this Declaration. The legal description of the aforesaid easement is as follows:

Beginning at a point which is North 789.36 Feet and East 392.70 feet and N 3 degrees 00' E 541.07 feet and N 88 degrees 08' E 226.33 feet from the Southwest corner of the Northeast quarter of Section 9, Township 2, Range 1 East, Salt Lake Base and Meridian, and running thence N 1 degree 52' W 3.33 feet; thence N 88 degrees 08' E 77.04 feet; thence N 1 degree 52' W 62.38 feet; thence N 88 degrees 00' E 258.55 feet to the centerline of Highland Circle; thence S 1 degree 00' 20" W along said centerline 25.03 feet; thence S 88 degrees 00' W 234.29 feet; thence S 3 degrees 12' 15" E 164.24 feet; thence S 70 degrees 00' W 29.75 feet; thence N 1 degree 52' W 110.98 feet; thence S 88 degrees 08' W 77.04 feet; thence N 1 degree 12' W 21.67 feet to the point of beginning.

RESERVING UNTO DECLARANT, however such easements and rights of ingress and egress over, across and through and under the above-described tract and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (In a manner which is reasonable and not inconsistent with the provisions of the Declaration) to improve the Common Areas; with such facilities, including but not limited to, roads, recreational facilities, walkways and various landscaped areas, designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to the foregoing reservation, the above-described tract or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire seven (7) years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.

ALL OF THE FOREGOING IS SUBJECT TO: All the liens for current and future taxes, assessments and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described tract or any portion thereof, including without limitation, any mortgage or deed of trust; all visible easements and rights-of-way; and all easements and rights-of-way of record.

Including the following parcels:

Parcel #22-09-210-001-0000

Parcel #22-09-210-004-0000

Parcel #22-09-210-002-0000

Parcel #22-09-210-005-0000

Parcel #22-09-210-003-0000

Parcel #22-09-210-006-0000

Parcel #22-09-210-007-0000
Parcel #22-09-210-008-0000
Parcel #22-09-210-009-0000
Parcel #22-09-210-010-0000
Parcel #22-09-210-011-0000
Parcel #22-09-210-012-0000
Parcel #22-09-210-013-0000
Parcel #22-09-210-014-0000
Parcel #22-09-210-015-0000
Parcel #22-09-210-016-0000
Parcel #22-09-210-017-0000
Parcel #22-09-210-018-0000
Parcel #22-09-210-019-0000
Parcel #22-09-210-020-0000
Parcel #22-09-210-021-0000
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Parcel #22-09-210-036-0000
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Parcel #22-09-210-039-0000

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Parcel #22-09-210-040-0000
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