

**Record against the Real Property  
Described on Exhibit A**

**14266169 B: 11505 P: 7164 Total Pages: 6  
07/18/2024 04:35 PM By: vanguyen Fees: \$98.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: JENKINS BAGLEY SPERRY, PLLC  
285 W TABERNACLE ST STE 301ST GEORGE, UT 84770**

After Recording Return To:

Declarant: Apollo Square, LLC  
4685 South Highland Drive, Suite 224  
Salt Lake City, UT 84117

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**NOTICE OF REINVESTMENT FEE COVENANT**  
(Pursuant to Utah Code § 57-1-46)

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Pursuant to Utah Code § 57-1-46, this Notice of Reinvestment Fee Covenant (the “**Notice**”) provides notice that a reinvestment fee covenant (the “**Reinvestment Fee Covenant**”) affects the real property that is described in **Exhibit A** to this Notice. The Reinvestment Fee Covenant was recorded as part of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Apollo Square Condominiums (the “**Declaration**”) recorded with in the official records of the County Recorder for Salt Lake County, State of Utah, on July 18, 2024, as Entry No. 14265755. The Declaration (and any future amendments and supplements thereto) establishes certain obligations of which all owners, sellers, and buyers should be aware.

**BE IT KNOWN TO ALL SELLERS, BUYERS, AND TITLE COMPANIES** either owning, purchasing, or assisting with the closing of a property conveyance within the Apollo Condominiums (or Apollo Square Condominiums), a mixed use condominium project in Salt Lake County, State of Utah, **THAT**:

1. The Apollo Square Condominium Association, Inc. (the “**Association**”) is the beneficiary of the Reinvestment Fee Covenant. Payment of the reinvestment shall be paid to the Association. The current address for the Association’s principle office is 12227 Business Park Dr., Suite 200, Draper, UT 84020. The Association’s registered agent is Michael Johnson and may be contacted by phone at 801-256-0465 or at 12227 Business Park Dr., Suite 100, Draper, UT 84020.

The address of the Association and its registered agent, or other authorized representative, may change from time to time as updated by the Association with the Utah Division of Corporations and Commercial Code and the Utah Department of Commerce. Any party making payment of the Reinvestment Fee Covenant should verify the most current address for the Association on file with these divisions/departments of the state of Utah.

2. The Reinvestment Fee Covenant obligates the buyer or seller of real property within the Project to pay the Association a reinvestment fee upon and as a result of a transfer of the real property. The burden and obligation of the Reinvestment Fee Covenant is intended to: (i) run with all real property identified on Exhibit A; and (ii) bind successors in interest and assigns of each and every lot and lot owner within the Project. The duration of the Reinvestment Fee

Covenant shall be in perpetuity unless and until the Association's members amend or terminate the Reinvestment Fee Covenant pursuant to the amendment provisions of the Declaration.

3. The Reinvestment Fee Covenant is required to, and does, benefit the burdened property as the purpose of reinvestment fee paid to the Association under the Reinvestment Fee Covenant includes payment for: (i) common planning, facilities, and infrastructure in the Project; (ii) obligations arising from any environmental covenant; (iii) community programming; (iv) open space; (v) recreational facilities and amenities; (vi) charitable purposes; and/or (vii) Association expenses as provided for in Utah Code § 57-1-46(1)(a).

4. Pursuant to Utah Code § 57-1-46(8), payment of the reinvestment fee may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer of the burdened property, provides adequate proof of consanguinity; (iv) a transfer of change of interest due to death, whether provided in a will, trust, or decree of distribution; or (v) a transfer of the burdened property by a financial institution, except for the costs (not to exceed \$250.00) directly related to the transfer of the burdened property, as required by the Reinvestment Fee Covenant. Declaration may identify additional exemptions not specifically listed herein.

5. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property, unless otherwise provided by Utah law.

6. Association's governing Board has the authority to establish the amount of the reinvestment fee, but such amount may not exceed one half of one percent (0.5%) of the value of the real property at the time of the transfer, which value of the real property includes the value of any residential dwelling and all other improvements on the real property subject to the Reinvestment Fee Covenant. The Association must be contacted to provide any seller, buyer, title company, or other third party with the amount of the reinvestment fee.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Declarant, through the undersigned, executed this Notice of Reinvestment Fee Covenant on the 18<sup>th</sup> day of July, 2024.

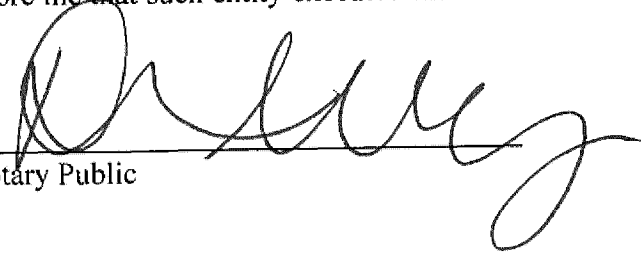
Declarant: APOLLO SQUARE, LLC



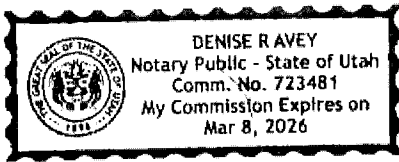
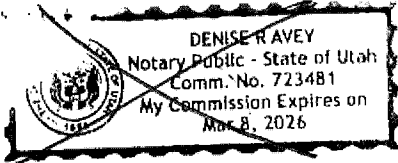
By: Mason Dutton, Member

STATE OF UTAH        )  
                                  :SS.  
County of Salt Lake    )

On this 18<sup>th</sup> day of July, 2024, personally appeared before me, Mason Dutton, who being personally known to me (or satisfactorily proved to me), and who being by me duly sworn did say that he is a member and authorized representative of Apollo Square, LLC, a Utah limited liability company, and that he executed the foregoing on behalf said entity being authorized and empowered to do so, and he acknowledged before me that such entity executed the same for the uses and purposes stated therein.



Notary Public



# EXHIBIT A

## Legal Description

A parcel of land being two entire tracts described in that Special Warranty Deed, recorded as Entry No. 13028617 in Book 10802 at Page 8677 and in that Warranty Deed, recorded as Entry No. 13177751 in Book 1088 at Page 5151 in the Office of the Salt Lake County Recorder. Said parcel of land is located in the Southwest Quarter of Section 3 and the Northwest Quarter of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point being South 21.94 feet and West 99.28 feet from the North Quarter Corner of Section 10, Township 2 South, Range 1 East Salt Lake Base and Meridian, said section corner being South 65°41'30" West 157.15 feet and South 15°25'30" East 178.44 feet from a centerline monument at the intersection of Murray-Holladay Road and Holladay Boulevard; and running thence South 59°31'56" West 209.38 feet to and along a concrete masonry unit wall more or less; thence South 65°41'30" West 238.87 feet continuing along said wall to the east line of AIX La Chappelle Condominium recorded July 6, 1979 as Entry No. 3304961 in Book 79-7 at Page 243; feet continuing along said wall; hence North 46°25'00" West 148.85 feet along the east line of said AIX La Chappelle Condominium to the Southerly Right of Way Line of Murray-Holladay Road;

thence along said Northerly Right of Way Line the following three (3) courses:

- (1) North 65°41'30" East 320.87 feet
- (2) North 24°18'30" West 7.00 feet;
- (3) North 65°41'30" East 134.72 feet;  
thence South 45°30'00" East 131.32 feet to the point of beginning.

Contains: 61,583.63 Square Feet of 1.41 Acres.

Parcel Nos. 22-10-134-001-0000 through 22-10-134-039-0000.

The Parcel Nos. for each Unit are further set forth below:

**Commercial Units**

<b>Unit No.</b>	<b>Parcel No.</b>
101	22-10-134-001-0000
102	22-10-134-002-0000
103	22-10-134-003-0000
104	22-10-134-004-0000
105	22-10-134-005-0000
106	22-10-134-006-0000
107	22-10-134-007-0000

**Residential Units**

<b>Unit No.</b>	<b>Parcel No.</b>	<b>Size</b>	<b>Square Footage*</b>
201	22-10-134-008-0000	2 Bed, 2.5 Bath	2224
202	22-10-134-009-0000	2 Bed, 2.5 Bath	2012
203	22-10-134-010-0000	2 Bed, 2 Bath	1880
204	22-10-134-011-0000	2 Bed, 2 Bath	1608
205	22-10-134-012-0000	2 Bed, 2 Bath	1674
206	22-10-134-013-0000	2 Bed, 2 Bath	1515
207	22-10-134-014-0000	2 Bed, 2.5 Bath	1756
208	22-10-134-015-0000	2 Bed, 2.5 Bath	1753
209	22-10-134-016-0000	2 Bed, 2.5 Bath	1435
210	22-10-134-017-0000	2 Bed, 2.5 Bath	1904
211	22-10-134-018-0000	2 Bed, 2.5 Bath	1456
212	22-10-134-019-0000	3 Bed, 3.5 Bath	2120
213	22-10-134-020-0000	2 Bed, 2.5 Bath	1570

214	22-10-134-021-0000	2 Bed, 2.5 Bath	1688
215	22-10-134-022-0000	2 Bed, 2.5 Bath	1515
301	22-10-134-023-0000	2 Bed, 2.5 Bath	2012
302	22-10-134-024-0000	2 Bed, 2.5 Bath	1880
303	22-10-134-025-0000	2 Bed, 2.5 Bath	1880
304	22-10-134-026-0000	2 Bed, 2.5 Bath	1608
305	22-10-134-027-0000	2 Bed, 2.5 Bath	1674
306	22-10-134-028-0000	2 Bed, 2.5 Bath	1577
307	22-10-134-029-0000	2 Bed, 2.5 Bath	1756
308	22-10-134-030-0000	2 Bed, 2.5 Bath	1691
309	22-10-134-031-0000	2 Bed, 2.5 Bath	1435
310	22-10-134-032-0000	2 Bed, 2.5 Bath	1904
311	22-10-134-033-0000	2 Bed, 2.5 Bath	1456
312	22-10-134-034-0000	2 Bed, 2.5 Bath	2120
313	22-10-134-035-0000	2 Bed, 2.5 Bath	1570
314	22-10-134-036-0000	2 Bed, 2.5 Bath	1688
315	22-10-134-037-0000	2 Bed, 2.5 Bath	1897

\*The as-built square footage of any particular Residential Unit may vary slightly from the amount stated herein.