



WHEN RECORDED RETURN TO:

Edge Gardner Point, LLC
13702 S. 200 W. #B12
Draper, UT 84020

ENT 181645:2021 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Oct 26 11:38 am FEE 40.00 BY JR
RECORDED FOR EDGE HOMES

NOTICE OF REINVESTMENT FEE COVENANT

(Gardner Point Townhome Association)

Pursuant to Utah Code § 57-1-46(6), the Gardner Point 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 Gardner Point Townhomes recorded with the Utah County Recorder on _____, 2021 as Entry No. _____, and any amendments or supplements thereto (the "**Declaration**").

The Master Declaration of Covenants, Conditions, and Restrictions for Gardner Point recorded with the Utah County Recorder ("**Master Declaration**") contains a Reinvestment Fee Covenant in its Section 5.16 that permits the Association to assess a fee to transferees of any of the Burdened Property subject to the Master Declaration. The reinvestment fee amount payable to the Association shall be established by the Board of Directors in the Association's Rules. The amount of the reinvestment fee shall be made available to all interested parties upon request to the Association.

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of a Burdened Property conveyance within the **Gardner Point Townhome** subdivision that:

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

Gardner Point Townhome Association
12227 Business Park Dr., Suite 200
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 Utah County Recorder.

DATED this 20 day of July, 2021.



DECLARANT
EDGE GARDNER POINT, LLC
a Utah limited liability company,

By: [Signature]

Name: Faye Maddox

Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 20 day of July, 2021, personally appeared before me Steve Maddox who by me being duly sworn, did say that she/he is an authorized representative of Edge Gardner Point, 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]

LOTS T-101 through T-161 of GARDNER POINT PHASE 1 PLAT, according to the official plat filed in the office of the Utah County Recorder.

More particularly described as:

A parcel of land situate in the Northeast Quarter of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being North 89°53'54" East 1,264.60 feet along the section line from the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 89°53'54" East 1,361.15 feet along the section line;
thence South 00°06'48" East 1,054.16 feet;
thence South 89°57'40" West 208.67 feet;
thence North 00°02'16" West 435.72 feet;
thence South 89°57'48" West 88.18 feet;
thence Northeasterly 37.72 feet along the arc of a 24.00 foot radius curve to the right (center bears North 89°54'00" East and the chord bears North 44°55'07" East 33.96 feet with a central angle of 90°03'10");
thence South 89°56'46" West 932.75 feet;
thence South 89°06'17" West 74.03 feet;
thence South 89°53'38" West 66.67 feet;
thence North 00°06'22" West 224.90 feet;
thence South 89°53'38" West 15.53 feet;
thence North 00°06'22" West 369.47 feet to the point of beginning.

LESS AND EXCEPTING therefrom Parcels A, B, C, D, E, F, G, & H.