WHEN RECORDED RETURN TO: Edge Homes Utah LLC 13702 S. 200 W. #B12 Draper, UT 84020 ENT27677:2020 PG 1 of 3
Jeffery Smith
Utah County Recorder
2020 Mar 03 02:40 PM FEE 92.00 BY LT
RECORDED FOR Trident Title Insurance Agency, LLC
ELECTRONICALLY RECORDED

## NOTICE OF REINVESTMENT FEE COVENANT

(Quailhill Townhomes Plat F-2)

Pursuant to Utah Code § 57-1-46(6), the Quailhill Townhomes Owners 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 for Quailhill at Mt. Saratoga Townhomes recorded with the Utah County Recorder on June 6, 2019 as Entry No. 51006:2019, 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 5.20 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 Quailhill at Mt. Saratoga Townhomes Plat F-2 that:

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

Quailhill Townhomes Owners 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.

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- 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.

EDGE HOMES UTAH LLC
a Utah limited liability company,

By: Churches

Its: Manager

STATE OF UTAH
) ss.

COUNTY OF Han

On the 2le day of November , 2019, personally appeared before me
Steve Madda who by me being duly sworn, did say that she/he is an authorized representative of Edge Homes Utah LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Notary Public /

SHELLEY MAE KING
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695954
COMM. EXP. 07-10-2021

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## **EXHIBIT A**

[Legal Description]

Lots T-201 through T-236 of Quailhill at Mt. Saratoga Plat F-2, according to the official plat on file in the office of the Utah County Recorder.

More particularly described as:

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NO°17'59"E ALONG THE SECTION LINE 1690.94 FEET AND WEST 568,07 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 21, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 97.77 FEET; THENCE WEST 87.34 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 170.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N86°24'21"W) 10.67 FEET THROUGH A CENTRAL ANGLE OF 3°35'44" (CHORD: N1°47'47"E 10.67 FEET); THENCE N0°00'05"W 32.88 FEET; THÉNCE S89°59'55"W 40.00 FEET; THENCE N88°05'37"W 24.70 FEET; THENCE N86°45'52"W 59.34 FEET; THENCE ALONG THE ARC OF A 461.50 FOOT RADIUS CURVE TO THE LEFT 16.54 FEET THROUGH A CENTRAL ANGLE OF 2°03'12" (CHORD: N87'47'28"W 16.54 FEET); THENCE S1°25'50"W 50.92 FEET; THENCE ALONG THE ARC OF A 48.00 FOOT RADIUS CURVE TO THE RIGHT 14.09 FEET THROUGH A CENTRAL ANGLE OF 16°49'25" (CHORD: S9'50'33"W 14.04 FEET); THENCE \$18°15'15"W 2.70 FEET; THENCE \$84°40'38"W 164.44 FEET; THENCE N7°17'21"W 80.98 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1520,00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N7°21'52"W) 160.05 FEET THROUGH A CENTRAL ANGLE OF 6°01'59" (CHORD: S85'39'08"W 159.98 FEET); THENCE S1°05'11"E 18.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1538.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N1°19'42"W) 40,44 FEET THROUGH A CENTRAL ANGLE OF 1°30'21" (CHORD: S89'25'29"W 40,44 FEET); THENCE N0°03'52"W 18,50 FEET; THENĆE SOUTHWESTERLY ALONG THE ARC OF A 1520,00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N0°10'50"E) 173.27 FEET THROUGH A CENTRAL ANGLE OF 6°31'53" (CHORD: N86'33'14"W 173,17 FEET); THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT 30.91 FEET THROUGH A CENTRAL ANGLE OF 93°12'09" (CHORD: \$50°06'38"W 27.61 FEET); THENCE \$3°30'33"W 59.80 FEET; THENCE \$86'29'27"W 40.00 FEET; THENCE \$3°30'33"E 65.74 FEET; THENCE ALONG THE ARC OF A 19:00 FOOT RADIUS CURVE TO THE LEFT 28:26 FEET THROUGH A CENTRAL ANGLE OF 85°13'15" (CHORD: N39°06'04"W 25.73 FEET); THENCE N81°42'41"W 148.30 FEET; THENCE N817'19"E 40.00 FEET; THENCE S81°42'41"E 141.78 FEET: THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT 31.43 FEET THROUGH A CENTRAL ANGLE OF 94°46'45" (CHORD: N50°53'56"E 27.97 FEET): THENCE N3°30'33"E 56.08 FEET: THENCE S83°43'55"E 40.05 FEET: THENCE S86°29'26"E 18.50 FEET; THENCE S3°30'33"W 58.00 FEET; THENCE N86°29'27"W 18.50 FEET; THENCE S3°30'33"W 2.23 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT 28.73 FEET THROUGH A CENTRAL ANGLE OF 86°37'35" (CHORD: S39°48'14"E 26.07 FEET); THENCE ALONG THE ARC OF A 1480.00 FOOT RADIUS CURVE TO THE LEFT 330.64 FEET THROUGH A CENTRAL ANGLE OF 12°48'01" (CHORD: S89°31'02"E 329.96 FEET); THENCE N6°10'09"W 78.49 FEET; THENCE N54°31'38"W 16,09 FEET; THENCE NORTH 36,04 FEET; THENCE N82°42'32"E 31,95 FEET; THENCE N4°19'26"W 49,32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1520,00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N4°19'26"W) 89.31 FEET THROUGH A CENTRAL ANGLE OF 3°22'00" (CHORD: S87°21'34"W 89.30 FEET); THENCE N3°49'11"W 40.05 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 1480,00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS BEARS: N0°52'47"W) 165.72 FEET THROUGH A CENTRAL ANGLE OF 6°24'56" (CHORD: N85°54'45"E 165.63 FEET); THENCE N7°17'43"W 69.35 FEET; THENCE N5°35'53"E 30.24 FEET; THENCE S79°43'07"W 126.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 596.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N4°06'47"W) 34.51 FEET THROUGH A CENTRAL ANGLE OF 3°19'03" (CHORD: S87°32'45"W 34.51 FEET); THENCE NORTH 111.83 FEET; THENCE S81°16'07"E 167.40 FEET; THENCE S76°23'39"E 569.60 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1956.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N72°45'28"W) 363.09 FEET THROUGH A CENTRAL ANGLE OF 10°37'59" (CHORD: S22°33'32"W 362,57 FEET); THENCE ALONG THE ARC OF A 1459,00 FOOT RADIUS CURVE TO THE LEFT 106,49 FEET THROUGH A CENTRAL ANGLE OF 4°10'55" (CHORD: \$25°47'03"W 108.47 FEET) TO THE POINT OF BEGINNING.

CONTAINS: ±6.27 ACRES 272,955.9 SQ. FT. # OF UNITS: 36

Parcel Numbers have not been assigned

\*\*\*\*\*\* The Building D, E, F, G, H, I, J, K & L Condominium Units in the Quailhill at Mt. Saratoga Plat F-2 are not part of the real property subject to this Recording \*\*\*\*\*