

WHEN RECORDED RETURN TO:

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



ENT 29569:2022 PG 1 of 3
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Mar 08 3:27 pm FEE 40.00 BY JR
RECORDED FOR EDGE HOMES

NOTICE OF REINVESTMENT FEE COVENANT

(Gardner Point Master Association)

Pursuant to Utah Code § 57-1-46(6), the Gardner Point Master 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 Master Declaration of Covenants, Conditions, and Restrictions for Gardner Point recorded with the Utah County Recorder on October 26, 2021 as Entry No. 181642:2021, 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 5.16 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 the **Gardner Point** master development that:

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

Gardner Point Master 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.

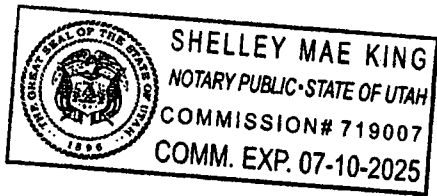
4. The duration of the Reinvestment Fee Covenant is perpetual. The Association’s members, by and through a vote as provided for in the amendment provisions of the Declaration, may amend or terminate the Reinvestment Fee Covenant.

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 12 day of January, 2022.



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

By: [Signature]

Name: Steve Maddox

Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 12 day of January, 2022, 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]

All of **GARDNER POINT PHASE 3 PLAT 'R' CONDOMINIUM**, according to the official plat filed in the office of the Utah County Recorder.

Including Units 101 through 304 in Building R

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 1,648.21 feet and South 759.64 feet from the North Quarter Corner of Section 11, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 00°06'39" East 147.42 feet;

thence Southerly 12.60 feet along the arc of a 24.00 foot radius curve to the right (center bears South 89°53'21" West and the chord bears South 14°55'32" West 12.45 feet with a central angle of 30°04'24");

thence South 89°57'44" West 75.78 feet;

thence Northwesterly 18.86 feet along the arc of a 12.00 foot radius curve to the right (center bears North 00°09'36" West and the chord bears North 45°07'58" West 16.98 feet with a central angle of 90°03'15");

thence North 00°06'22" West 147.35 feet;

thence North 89°53'37" East 91.01 feet to the point of beginning.

Contains 14,465 Square Feet or 0.332 Acres.