

When recorded, return to  
Ivory Development, LLC  
970 E. Woodoak Lane  
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 (this “**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 is recorded as part of that certain Master Declaration Covenants, Conditions and Restrictions, and Reservation or Grant of Easements for the Orchard Farms Planned Residential Unit Development (the “**Declaration**”), with the Office of Recorder for Davis County, Utah as Entry No. 2598884, as amended.

Consistent with Utah Code § 57-1-46(6)(a), this Notice amends and supersedes any and all prior recorded notices of reinvestment fee covenant and all supplements thereto, if any. This Notice may be expanded by the recording of supplemental notices to cover additional Lots (defined in the Declaration) as they may be annexed into Orchard Farms Planned Residential Unit Development (the “**Project**”).

**THEREFORE, BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES** owning, purchasing, or assisting with the closing of a property conveyance within the Project that:

1. The Orchard Farms Homeowners Association, Inc. (the “**Master Association**”) is the beneficiary of the Reinvestment Fee Covenant. The Master Association’s address is 12371 South 900 East, Ste. 200, Draper, UT 84020. The address of the Master Association’s registered agent, or other authorized representative, may change from time to time. Any party making payment of the Reinvestment Fee Covenant should verify the most current address for the Master Association on file with the Utah Division of Corporations and/or Utah Department of Commerce Homeowner Associations Registry.

2. The Project governed by the Master Association is an approved development of less than 500 lots or units and includes a commitment to fund, construct, develop or maintain common infrastructure and Master Association facilities.

3. The burden and obligation of the Reinvestment Fee Covenant is intended to run with the land and to bind successors in interest and assigns of each and every lot and unit owner

07-278-0101 thru 0151  
07-285-0301 thru 0320  
07-292-0401 thru 0425

in perpetuity. Notwithstanding, the Master Association's members, by and through the voting process outlined in the Declaration, may amend or terminate the Reinvestment Fee Covenant.

4. The purpose of the Reinvestment Fee Covenant is to generate funds dedicated to benefitting the burdened property and payment for: (a) common planning, facilities, and infrastructure; (b) obligations arising from an environmental covenant; (c) community programming; (d) open space; (e) recreation amenities; (f) charitable purposes; or (g) Master Association expenses (as defined in Utah Code § 57-1-46(1)(a) and any other authorized use of such funds).

5. The Reinvestment Fee Covenant benefits the burdened property and the Reinvestment Fee required to be paid is required to benefit the burdened property.

6. The amount of the Reinvestment Fee shall be established by the Master Association's Board of Directors, subject to the applicable requirements of Utah Code § 57-1-46. Unless otherwise determined by the Master Association's Board of Directors the amount of the Reinvestment Fee shall be as follows:

- (a) On the initial transfer of a single-family lot (Estates) or townhome unit (Villas) from the Declarant (defined in the Declaration) or the developer to the first purchaser, two hundred dollars (\$200.00), subject to § 57-1-46(5).
- (b) For subsequent transfers of townhome units (Villas), one half of one percent (.50%) of the value of the townhome unit.
- (c) For subsequent transfers of a single-family lot (Estates), one half of one percent (.50%).

7. For the purpose of §§ 6(b) and (c) of this Notice and the Reinvestment Fee Covenant, the "value" of the lot or unit shall be the higher of: (1) the value of the lot or unit, including any dwelling and other improvements that constructed thereon, as determined by the property tax assessor on the date of the transfer of title; (2) the purchase price paid for the lot or unit, including any dwelling and other improvements thereon; or (3) the value of the lot or unit, including any dwelling and other improvements thereon, on the date of the transfer of title, as determined in an appraisal that may be obtained (in the discretion of the Board of Directors) and paid for by the Master Association using an appraiser selected by the transferee of the property from a list of five appraisers selected by the Master Association.

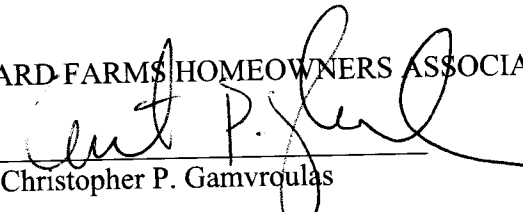
8. Pursuant to Utah Code The Reinvestment Fee Covenant may not be enforced upon: (a) an involuntary transfer; (b) a transfer that results from a court order; (c) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; (d) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or (e) the transfer of burdened property by a financial institution, except to the extent that the reinvestment fee covenant

requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250.

9. The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property.

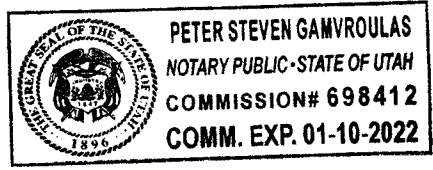
10. Notwithstanding anything herein to the contrary, nothing in this Notice shall apply to any condominium unit within the Project.

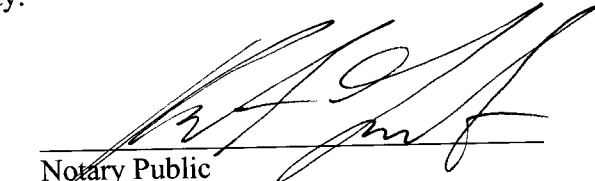
**IN WITNESS WHEREOF**, the Master Association has executed and delivered this Notice on the date set forth below, to be effective upon recording with Office of Recorder for Davis County, Utah.

ORCHARD FARMS HOMEOWNERS ASSOCIATION, INC.  
By:  DATE: 4/16/18  
Christopher P. Gamvroulas  
Its: Authorized Representative of the Board of Directors

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE ) :ss

Before me, on the 16<sup>TH</sup> day of April, 2018, personally appeared Christopher P. Gamvroulas, in his capacity as the authorized representative of the Board of Directors of Orchard Farms Homeowners Association, Inc., (the "Association") who acknowledged before me that he executed the foregoing instrument in such capacity.



  
Notary Public

**EXHIBIT "A"**  
**PROPERTY DESCRIPTION**

The real property and Lots referred to in the foregoing Notice are located in Davis County, State of Utah and are described more particularly as follows:

ORCHARD FARMS PRUD, Phase 1, Lots 1 through 151, inclusive, as shown on the official plats thereof on file and of record in the office of the Office of Recorder for Davis County, Utah and all appurtenant Common Area and Facilities. 07-278-0101 through -0151.

ORCHARD FARMS PRUD Phase 3, Phase 1, Lots 301 through 317 and Parcels A & B, inclusive, as shown on the official plats thereof on file and of record in the office of the Office of Recorder for Davis County, Utah and all appurtenant Common Area and Facilities. 07-285-0301 through -0320.

ORCHARD FARMS PRUD, Phase 4, Lots 401 through 425, inclusive, as shown on the official plats thereof on file and of record in the office of the Office of Recorder for Davis County, Utah and all appurtenant Common Area and Facilities. 07-292-0401 through -0425.