
NOTICE OF REINVESTMENT FEE COVENANT

(Benchmark Village Homeowners Association, Inc.)

Pursuant to Utah Code § 57-1-46(6), Benchmark Village Homeowners Association, Inc. ("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 Amended and Restated Declaration of Condominium of Benchmark Village recorded on October 18, 2022 as Entry No. 581181 in the office of the Tooele County Recorder, 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 is required to pay a reinvestment fee, 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 **Benchmark Village Condominiums** that:

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

Benchmark Village Homeowners Association, Inc.
c/o William Hesford, Association President
48 Benchmark Village
Tooele, UT 84074
wthesford@gmail.com

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 unless otherwise amended.

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) charitable purposes; or (h) common expenses of the Association, including funding Association reserves.

6. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property.

7. For the amount of the Reinvestment Fee owed, please contact the Association.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Benchmark Village Homeowners Association, Inc. has executed this Notice of Reinvestment Fee Covenant on the date set forth below, to be effective upon recording with the Tooele County Recorder.

DATED this 18th day of October, 2022.

Benchmark Village Homeowners Association, Inc.
a Utah Non-Profit Corporation

Julie Ladle

By: Julie Ladle

Its: Attorney in fact

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

On the 18 day of October, 2022, personally appeared before me Julie Ladle who by me being duly sworn, did say that she/he is an authorized representative of Benchmark Village Homeowners Association, Inc. and that the foregoing instrument is signed on behalf of said entity and executed with all necessary authority.



[Signature]
Notary Public

EXHIBIT A
Legal Description and Parcel Numbers

All Units (Units 1B-6B, 7C-30C, 31B-42B, 43C-58C, 60C-65C, and 66A-75A) and Common Area as shown on the Benchmark Village Plat, recorded in the Office of the Tooele County Recorder.

Parcel Numbers:

08-009-0-0001
08-008-0-0002
08-009-0-0003
08-009-0-0004
08-008-0-0005
08-009-0-0006
08-012-0-0007
08-012-0-0008
08-012-0-0009
08-012-0-0010
08-012-0-0011
08-012-0-0012
08-012-0-0013
08-012-0-0014
08-012-0-0015
08-012-0-0016
08-012-0-0017
08-012-0-0018
08-013-0-0019
08-013-0-0020
08-013-0-0021
08-013-0-0022
08-010-0-0023
08-010-0-0024
08-010-0-0025
08-010-0-0026
08-010-0-0027
08-010-0-0028
08-010-0-0029
08-010-0-0030
08-009-0-0031
08-009-0-0032
08-010-0-0033
08-010-0-0034
08-010-0-0035

08-010-0-0036
08-010-0-0037
08-010-0-0038
08-010-0-0039
08-010-0-0040
08-010-0-0041
08-010-0-0042
08-011-0-0043
08-011-0-0044
08-011-0-0045
08-011-0-0046
08-013-0-0047
08-013-0-0048
08-013-0-0049
08-013-0-0050
08-013-0-0051
08-013-0-0052
08-013-0-0053
08-013-0-0054
08-013-0-0055
08-013-0-0056
08-013-0-0057
08-013-0-0058
08-015-0-0060
08-015-0-0061
08-015-0-0062
08-015-0-0063
08-015-0-0064 (Owned by Association, 64 & 65 Combined)
08-010-0-0066
08-010-0-0067
08-009-0-0068
08-009-0-0069
08-009-0-0070
08-009-0-0071
08-009-0-0072
08-009-0-0073
08-009-0-0074
08-009-0-0075

(73 Total Parcels)