
NOTICE OF REINVESTMENT FEE COVENANT

(Escala)

Plat B

Pursuant to Utah Code Ann. §57-1-46(6), the Escala Homeowners Association, Inc. (the “**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 Escala, recorded with the Utah County Recorder on April 21, 2022 as Entry No. 49798:2022, and any amendments or supplements thereto (the “**Declaration**”).

The Declaration contains a Reinvestment Fee Covenant that permits the Association to assess a reinvestment fee. 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 or an affiliate of the Declarant as provided in the Declaration, is required to pay a reinvestment fee as established by the Association’s Board of Directors in accordance with Section 5.19 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 Escala that:

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

Escala Homeowners Association, Inc.
c/o HOA Solutions
138 E. 12300 S, Suite C-480
Draper, Utah 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 may, by and through a vote as provided for in the amendment provisions of the Declaration, 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 25 day of July, 2022.

Lennar Homes of Utah, LLC

By [Signature]

Its: _____

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

On the 25 day of July, 2022, personally appeared before me Bryson Fish who by me being duly sworn, did say that she/he is an authorized representative of Lennar Homes of Utah, 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 ESCALA - PLAT B as filed in the office of the Utah County Recorder.

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THAT REAL PROPERTY DESCRIBED IN DEED ENTRY NO. 84862:2002 IN THE OFFICIAL RECORDS OF UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N89°35'19"E ALONG THE QUARTER SECTION LINE 2717.10 FEET AND SOUTH 224.49 FEET FROM THE WEST QUARTER CORNER OF SECTION 25, TOWNSHIP 8 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID WESTERLY LINE OF THAT REAL PROPERTY S37°35'05"E 440.49 FEET; THENCE S61°07'56"W 402.21 FEET TO THE EASTERLY AND NORTHERLY LINE OF OLD MILL ESTATES AT SPANISH FORK PLATS "H" AND "G" SUBDIVISION ACCORDING TO THE OFFICIAL PLATS THEREOF; THENCE ALONG SAID EASTERLY AND NORTHERLY LINES THE FOLLOWING FIVE (5) COURSES: N20°23'35"W 0.24 FEET; THENCE N14°47'25"W 75.06 FEET; THENCE N00°00'06"E 53.88 FEET; THENCE S82°17'26"W 107.70 FEET; THENCE S82°17'22"W 164.67 FEET; THENCE N53°02'13"W 218.29 FEET; THENCE N52°06'20"E 11.74 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 51.22 FEET WITH A RADIUS OF 164.00 FEET THROUGH A CENTRAL ANGLE OF 17°53'43", CHORD: N43°09'29"E 51.01 FEET; THENCE N34°12'38"E 5.38 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 19.43 FEET WITH A RADIUS OF 12.00 FEET THROUGH A CENTRAL ANGLE OF 92°45'09", CHORD: N80°35'12"E 17.37 FEET; THENCE S53°02'13"E 114.68 FEET; THENCE N36°57'47"E 102.73 FEET; THENCE N25°50'32"W 103.77 FEET; THENCE N56°55'21"E 137.44 FEET; THENCE S33°04'39"E 88.47 FEET; THENCE N52°22'53"E 266.62 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±4.86 ACRES
211,592 SQ. FT.