



W3129010

E# 3129010 PG 1 OF 4
Leann H. Kiltz, WEBER COUNTY RECORDER
24-Feb-21 12:57 PM FEE \$248.00 DEP PC
REC FOR: MILLER HARRISON LLC
ELECTRONICALLY RECORDED

NOTICE OF REINVESTMENT FEE COVENANT

for

Cold Springs Village P.R.U.D.
Weber County, Utah

Pursuant to Utah Code § 57-1-46(6), the Cold Springs Village Homeowners Association, Inc., a Utah nonprofit corporation (“**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 & Restated Declaration of Covenants, Conditions, & Restrictions for Cold Springs Village, a Planned Residential Unit Development In Weber County* as recorded with the Weber County Recorder on April 14, 2016, as Entry No. 2788323, 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 **COLD SPRINGS VILLAGE P.R.U.D PHASE 1 FIRST AMENDED** and **COLD SPRINGS VILLAGE P.R.U.D PHASE 2** that:

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

Cold Springs Village Homeowners Association, Inc.
c/o Alliance Property Management
4655 South 1900 West, Suite #6
Roy, UT 84067

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.

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

DATED this 22 day of February, 2021.

Cold Springs Village Homeowners Association, Inc.

a Utah Non-Profit Corporation

By: Ann Gallegos
Its: President

STATE OF UTAH)
) ss.
COUNTY OF Weber)

On the 22 day of February, 2021, personally appeared before me Ann Gallegos who by me being duly sworn, did say that she/he is an authorized representative of Cold Springs Village Homeowners Association, Inc. and that the foregoing instrument is signed on behalf of said entity and executed with all necessary authority.

Heather L. Gillespie
Notary Public

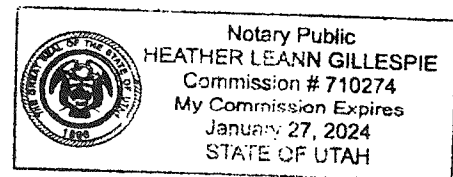


EXHIBIT A
Project Legal Description and Lot Serial Numbers
(114 Lots)

PART OF THE NORTHWEST QUARTER OF SECTION 4 AND PART OF THE NORTHEAST QUARTER OF SECTION 5, T.6N., R.1W., S.L.B.&M., U.S. SURVEY AND PART OF LOT 3, NORTH POINTE THEATERS SUBDIVISION.

BEGINNING AT A POINT ON THE OLD CENTER LINE OF 1700 NORTH STREET, SAID POINT BEING N0°50'15" E ALONG THE CENTER LINE OF WASHINGTON BOULEVARD 5.00 FEET TO THE NEW CENTER LINE OF 1700 NORTH STREET, S89°32'35" E ALONG THE NEW CENTER LINE OF SAID 1700 NORTH STREET 402.93 FEET, AND SOUTH 5.00 FEET FROM THE STREET MONUMENT IN THE INTERSECTION OF WASHINGTON BOULEVARD AND THE OLD 1700 NORTH STREET CENTERLINE; THENCE S89°33'18" E ALONG SAID OLD CENTER LINE OF 1700 NORTH STREET 183.50 FEET; THENCE S00°27'32"W 164.32 FEET; THENCE S89°17'46" E 100.10 FEET; THENCE S00°41'48" E 136.27 FEET; THENCE S89°33'18"E 372.45 FEET; THENCE N00°26'42" E 18.40 FEET; THENCE S89°33'18" E 159.72 FEET; THENCE N00°11'42" E 20.00 FEET; THENCE S44°48'18" E 29.28 FEET; THENCE N89°48'18" W 7.55 FEET; THENCE

S00°50'34" W 464.48 FEET WHICH POINT LIES N0°01'47" W ALONG THE SECTION LINE 762.54 FEET, AND S89°58'13" W 4686.76 FEET FROM THE EAST QUARTER CORNER OF SECTION 4, T6N.,R1W., S.L.M.&B. U.S. SURVEY; THENCE N89°09'26" W 151.10 FEET; THENCE S60°03'55"W 30.00 FEET; THENCE S59°23'28"W 112.49 FEET; THENCE S22°52'24" E 46.44 FEET; THENCE S7°43'42" E 46.67 FEET; S3°11'12" E 52.66 FEET; S0°50'34" W 53.00 FEET; THENCE N89°09'26" W 115.56 FEET; THENCE N17°43'57" W 158.15 FEET; THENCE S72°16'03" W 101.50 FEET; THENCE N17°43'57" W 5.63 FEET TO A 365.00 FOOT RADIUS CURVE, THE CENTER WHICH BEARS N72°16'03" E, THENCE NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE 2°36'32" A DISTANCE OF 16.62 FEET; THENCE S72°16'03" W 111.90 FEET TO THE EAST BOUNDARY OF LOT 1 OF THE NORTH POINTE THEATERS SUBDIVISION; THENCE N00°50'15"E ALONG SAID BOUNDARY AND THE EXTENSION THEREOF 491.67 FEET TO THE NORTH LINE OF SAID NORTH POINTE THEATERS SUBDIVISION; THENCE N00°50'15" E ALONG SAID BOUNDARY AND THE EXTENSION THEREOF 491.67 FEET TO THE NORTH LINE OF SAID NORTH POINTE THEATERS SUBDIVISION; THENCE S89°07'31" W ALONG SAID NORTH LINE 101.85 FEET; THENCE N14°20'00" W 432.50 FEET TO THE POINT OF BEGINNING.

Lot Serial Numbers:

All lots as shown on the plat map for Cold Springs Village P.R.U.D. Phase 1 First Amended

- Serial Numbers: 113750001 through 113750041

All lots as shown on the plat map for Cold Springs Village P.R.U.D. Phase 1 First Amendment

- Serial Numbers: 113760001 through 113760020

All lots as shown on the plat map for Cold Springs Village P.R.U.D. Phase 2

- Serial Numbers: 113770001 through 113770053