WHEN RECORDED, RETURN TO:
Burt R. Willie
VIAL FOTHERINGHAM, LLP
515 South 400 East
Salt Lake City, Utah 84111

NOTICE OF PRIOR, RECORDED TRANSFER FEE COVENANT

(Pursuant to Utah Code Ann. § 57-1-46)

Pursuant to the requirements of Utah Code Ann. § 57-1-46, this instrument is a Notice of Transfer Fee Covenant ("Notice") that satisfies the requirements of Utah Code Ann. § 57-1-46(7) and serves as record notice for that certain transfer fee covenant (the "Transfer Fee Covenant") that was duly approved and recorded against the real property more particularly described in **Exhibit A** ("Property") within the Declaration of Covenants, Easements and Restrictions, and Design Guidelines for The Grove at Farmington Creek in Davis County, Utah, as amended ("Declaration"), recorded in the Office of Davis County Recorder on February 4, 2010, as Entry No. 2509858. The Transfer Fee was recorded prior to March 16, 2010, as set forth in Utah Code § 57-1-46(2) and (7), and notice is hereby provided as to the existence and application of a Transfer Fee Covenant.

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES THAT:

1. The name and address of the beneficiary under the above referenced Transfer Fee Covenant is the Grove at Farmington Creek Homeowners Association, Inc. ("Association"), a Utah nonprofit corporation, and is managed by a Board of Directors, which has presently delegated its daily operations to its manager Community Solutions & Sales ("Manager"), presently located at 856 East 12300 South #7, Draper, UT 84020. If and when the contact information is this paragraph becomes outdated, contact with the Association may be made through its registered agent. The current registered agent of the Association can be found through the Utah Department of Commerce, Division of Corporations.

2. The burden of the above referenced Transfer Fee Covenant is intended to run with the Property and to bind successors in interest and assigns. The duration of the above referenced Transfer Fee Covenant shall continue and remain in full force and effect until there is recorded an instrument directing the termination of such Transfer Fee Covenant after the vote and approval in accordance with the Declaration.

3. As of the date of this Notice, and subject to modification from time to time by the Board of Directors, the amount of the transfer fee is $500.00 Such amount, if modified, may be obtained by contacting the current Manager for the Association. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. The existence of the Transfer Fee Covenant precludes the imposition of an additional Transfer fee covenant on the burdened property. The purpose of this Transfer fee is required to benefit the burdened property by facilitating the maintenance of the Association facilities and/or Association expenses.

DATED: _____, 2016.

GROVE AT FARMINGTON CREEK
HOMEOWNERS ASSOCIATION, INC.
By:

_____
Burt R. Willie
Attorney and Authorized Agent for
Grove at Farmington Creek Homeowners Association, Inc.

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

Burt R. Willie, being first duly sworn, says that he is the attorney and authorized agent for The Grove at Farmington Creek Owners Association, Inc., is authorized by the Association to execute the foregoing, and that the same is true and correct of his own knowledge and belief.

_____
Notary Public

EXHIBIT "A"

Project Legal Description

COMMENCING AT THE STREET MONUMENT LYING IN THE INTERSECTION OF 400 NORTH STREET AND 100 EAST STREET AND RUNNING THENCE NORTH 00°17'15" EAST, A DISTANCE OF 481.01 FEET; THENCE NORTH 89°42'45" WEST, A DISTANCE OF 644.96 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF :MAIN STREET AND THE POINT OF BEGINNING FOR THIS DESCRIPTION AND RUNNING THENCE NORTH 89°59'30" WEST, A DISTANCE OF 110.00 FEET; THENCE SOUTH 00°14'12" WEST, A DISTANCE OF 99.00 FEET; THENCE NORTH 89°59'30" WEST, A DISTANCE OF 137.54 FEET; THENCE NORTH 00°14'40" EAST, A DISTANCE OF 33.00 FEET; THENCE NORTH 89°59'30" WEST, A DISTANCE OF 437.84 FEET; THENCE NORTH 06°57'27" EAST, A DISTANCE OF 225.13 FEET; THENCE NORTH 02°43'27" EAST, A DISTANCE OF 296.88 FEET; THENCE NORTH 89°48'16" WEST, A DISTANCE OF 50.16 FEET; THENCE SOUTH 00°11 '44" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 89°48'16" WEST, A DISTANCE OF 80.13 FEET; THENCE NORTH, A DISTANCE OF 65.00 FEET; THENCE NORTH 20°33'40" EAST, A DISTANCE OF 22.79 FEET; THENCE NORTH 07°52'33" EAST, A DISTANCE OF 137.72 FEET TO A POINT ON THE SOUTH RIGHT OF \VAY LINE OF 600 NORTH STREET; THENCE ALONG SAID SOUTH LINE NORTH 83°47'01" EAST, A DISTANCE OF 377.51 FEET TO A POINT ON THE WEST BOUNDARY LINE OF HELD SUBDIVISION; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO COURSES: (1) SOUTH 04°42'45" EAST, A DISTANCE OF 194.22 FEET; (2) THENCE NORTH 85°17'15" EAST, A DISTANCE OF 349.87 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO COURSES: (1) SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT (CENTER BEARS SOUTH 68°11 '41" WEST) HAVING A RADIUS OF 278.06 FEET, THROUGH A CENTRAL ANGLE OF 6°37'21 ",A DISTANCE OF 32.14 FEET; (2) THENCE SOUTH 00°17'15" WEST, A DISTANCE OF 159.56 FEET; THENCE SOUTH 87°45'15" WEST, A DISTANCE OF 180.00 FEET; THENCE SOUTH 00°17'15" WEST, A DISTANCE OF 118.00 FEET; THENCE NORTH 87°45'15" EAST, A DISTANCE OF 179.93 FEET, TO A POINT ON THE WEST LINE OF lVLA.IN STREET; THENCE ALONG SAID WEST LINE SOUTH 00°I4'12" WEST, A DISTANCE OF 195.36 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 413,119 SQ.FT. OR 9.484 ACRES