

12738855
3/22/2018 12:25:00 PM \$16.00
Book - 10657 Pg - 9206-9209
ADAM GARDINER
Recorder, Salt Lake County, UT
INTEGRATED TITLE INS SERVICES
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED RETURN TO:

Bella Vea Townhomes Owners Association, Inc.
PO Box 5555
Draper, UT 84020
801-256-0465
manager@hoaliving.com

APN: 27-10-326-006

(Space above for County Recorder's Use)

**NOTICE OF REINVESTMENT FEE COVENANT
(Bella Vea Townhomes)**

Pursuant to Utah Code Ann. 47-1-46 *et seq.*, this NOTICE OF REINVESTMENT FEE COVENANT (Bella Vea Townhomes) is hereby given for that certain real property located in Salt Lake County, Utah (the "Property") and more particularly described on Exhibit A attached hereto and incorporated herein, with respect to the following:

1. Pursuant to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Grant of Easements for The Bella Vea Townhomes (the "Declaration") dated March 20th, 2018 and recorded on March 20th, 2018 as Entry No. 12737935 in Book 10657 beginning at Page 4367 in the Salt Lake County Recorder's Office, as amended and supplemented from time to time, the Bella Vea Townhomes Owners Association, Inc., a Utah non-profit corporation (the "Association") imposes a reinvestment fee (the "Reinvestment Fee") upon certain transfers of portions of the Property except Exempt Transfers (as such term is defined in the Declaration).

2. The Reinvestment Fee is payable to the Association at the closing of the transfer of the title (i.e., upon the recordation of the Deed) of the affected portion of the Property.

3. The Reinvestment Fee shall be paid to the Association, at the following address:

Bella Vea Townhomes Owners Association, Inc.
PO Box 5555
Draper, UT 84020

4. The Association's authorized representative is J.J. Sorensen.

5. The Reinvestment Fee Covenant runs with the land and binds all successors in interest and assigns of the Property.

6. Unless terminated pursuant to the Declaration, the duration of the Reinvestment Fee Covenant is perpetual.

7. The Reinvestment Fee shall be used for purposes consistent with the terms and conditions of the Declaration and applicable law, including, but not limited to payment for community planning, facilities and infrastructure; community programming, open space, recreation amenities, charitable purposes, and Association expenses.

8. The Reinvestment Fees paid under the Declaration are required to benefit the Property.

9. The Reinvestment Fee is the only reinvestment fee covenant to burden the Property, and no additional reinvestment fee covenant of any type or kind may be imposed on the Property.

10. The Declaration contemplates that future phases may be added to the Community or Development, and the Reinvestment Fee and any corresponding notices thereof will be recorded against and will apply to all newly added phases.

11. Each owner shall contact the Association, or its designee, at least seven (7) days prior to the scheduled closing or transfer of title and provide the name of the buyer, the date of the transfer of title, the purchase price for the property, and other information the Association may reasonably require.

[Signature on Following Page]

IN WITNESS WHEREOF, ^{J.J.}Richard Sorensen, as the authorized representative for the Bella Veve Townhomes Owners Association, Inc., has executed this Notice of Reinvestment Fee Covenant (Bella Veve Townhomes) as of MARCH 20TH, 20 18.

Bella Veve Townhomes Owners Association, Inc., a Utah non-profit corporation

By: _____
Name: J.J. Sorensen
Title: President

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

The foregoing instrument was acknowledged before me this 20th day of March, 2018, by J.J. Sorensen, the President of the Bella Veve Townhomes Owners Association, Inc., a Utah non-profit corporation.

Jen McDonald
NOTARY PUBLIC
Residing at: Salt Lake, Ut.

My Commission Expires:
1-12-19

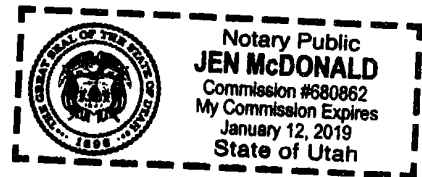


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Phase 1 Legal Description

A parcel of land situate within the situate within the Northeast Quarter of Section 07, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Located in Herriman City, County of Salt Lake, State of Utah, said parcel being a portion of that certain tract of land previously described in Warranty Deed Recorded, recorded February 03, 2016, as Entry No.: 12216518, in Book 10400, at Page 5522-5523, on file in the Salt Lake County Recorder's office and being more particularly described as follows:

Beginning at the East Sixteenth (E-16th) corner common to section 06 & 07, said point being marked by a 5/8" rebar and plastic cap stamped "DOMINION ENG.", said E-16th corner also being the interior corner of lot 'B' South Herriman Subdivision, Recorded in Book 2013P, at Page 77 of official records and being North 89°55'01" West, along the section line, a distance of 1320.67 feet, from the Northeast Corner of said Section 07; and running thence South 89°55'01" East, along the section line, a distance of 273.27 feet; thence South 0°27'09" West, a distance of 163.00 feet; thence North 89°55'01" West, a distance of 34.18 feet; thence South 0°27'09" West, a distance of 771.71 feet; thence South 23°42'15" East, a distance of 53.00 feet; thence South 36°18'07" East, a distance of 192.03 feet, to a point of curvature; thence northeasterly along the arc of a 55.50 foot non-tangent curve to the right, the center of which bears South 17°53'46" West, through a central angle of 28°25'48", a distance of 27.54 feet, the long chord of which bears North 86°19'08" East, a distance of 27.26 feet, to a non-tangential line; thence North 01°46'48" West, a distance of 24.23 feet; thence South 51°36'05" East, a distance of 97.52 feet; thence South 0°27'09" west, a distance of 169.61 feet, to a point on the East-West 1/16th line of the Northeast Quarter of said Section 07 (said point being 841.57 feet North 89°50'48" West, from the North Sixteenth (N-16th) corner common to Section 07 & 08;) thence North 89°50'48" West, along said 1/16th line, and the northerly line of aforesaid Lot 'B', a distance of 478.82 feet, to the Northeast Sixteenth (NE 1/16th) corner; thence North 0°27'09" East, along the North-South sixteenth line of the northeast quarter, and the East line of aforesaid Lot 'B', South Herriman Subdivision, a distance of 1341.28 feet, to the point of beginning.

Contains: 387,648 Square Feet, or 8.899 Acres.