WHEN RECORDED, RETURN TO:

Bramble Oak Law Firm PO Box 1060 Lehi, UT 84043 111.86343
05/23/2011 01:33 PM \$137.00
Book - 9925 P9 - 9692-9694
GAFRY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
BRABLE OAK LAW FIRM
PO BOX 1060
LEHI UT 84043
BY: ZJM, DEPUTY - WI 3 P.

NOTICE OF REINVESTMENT FEE COVENANT

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

Pursuant to the requirements of Utah Code Ann. § 57-1-46 (2010), this instrument is a notice of reinvestment fee covenant ("Notice") that satisfies the requirements of Utah Code Ann. § 57-1-46(6)(2010). This Notice serves as notice of a reinvestment fee covenant (the "Reinvestment Fee Covenant") that was recorded on this property previously.

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

- 1. The name and address of the beneficiary under the above referenced reinvestment fee covenant is Hill Creek Condominium Association, 960 E. Creek Hill Ln., Midvale, UT 84047. The current property manager for the Association is Advanced Community Services, LLC, P.O. Box 827, Lehi, Utah 84043. Phone: (801) 641-1844. E-mail: info@acs-hoa.com. If and when the contact information in this paragraph becomes outdated, contact with the Association may be made through its registered agent.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 reinvestment fee covenant is intended to run with the land described in **Exhibit A** and to bind successors in interest and assigns. The duration of the above referenced reinvestment fee covenant shall continue and remain in full force and effect until there is recorded an instrument directing the termination of such reinvestment fee covenant after the vote and approval of sixty-seven percent (67%) of all votes of the membership of the Association.
- 3. As of the date of this Notice and subject to increase from time to time, at settlement for each unit, an amount equal to .5% of the value of the burdened property, unless a lesser amount is approved by the association's board of directors or management committee. Such amount shall be in addition to any pro rata share of assessments due and adjusted at settlement. However, the existence of the reinvestment fee covenant precludes the imposition of an additional reinvestment fee covenant on the burdened property. The purpose of this reinvestment fee is to benefit the burdened property by facilitating the maintenance of the common property and the association.

DATE: April 18	, 2011		
·		Hill Creek Condominium Ass By Jeremy B Johnson Its: Authorized Agent	ociation
STATE OF UTAH	`		
STATE OF UTAIN) :ss		
SALT LAKE COUNTY	.33		
Actoring Boleson Facts set forth in the Notice	personally a	ppeared and acknowledged that he ha	s knowledge of Notice are tru
and correct.		,	
Subscribed and swo	rn to before n	ne on Spil 18	, 20
P	** *** *** *** ***		
18/	y Public Y HART		
Commias	ion #578998 Ission Expires	Maryfut	· · · · · · · · · · · · · · · · · · ·
June	4, 2013 of Utah	Notary Public	

LEGAL DESCRIPTION

Exhibit "A"

Beginning at a point on the West line of 1000 East Street, said point being North 0 degrees 04'01" East 189.35 feet and West 33.00 feet, more or less, from the center of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence West 493.59 feet, more or less (record distance is 490.83 feet); thence North 142.13 feet, more or less, (record distance is 144.775 feet); thence West 11.35 feet more or less; thence north 03 degrees 41'04" East 181.45 feet; thence North 86 degrees 10'55" West 114.72 feet; thence North 43 degrees 22'23" West 153.32 feet, more or less; thence North 141.22 feet, more or less to canal; thence South 65 degrees 59'25" East 240.24 feet, more or less; thence North 10.0 feet to the centerline of a creek (also described as the centerline of an old irrigation ditch); thence South 79 degrees 40' East along said centerline 70.50 feet; thence South 71 degrees 22' East along said centerline 210.30 feet; thence South 66 degrees 42' East along said centerline 87.80 feet; thence South 51.37' East along said centerline 56.10 feet; thence South 76 degrees 12' East 22.80 feet to a point on the South bank of a ditch (said point is also described as the intersection of said ditch and the Southerly line of property deeded to Sandy City Corporation in that certain Warranty Deed recorded April 9, 1974, as Entry No. 2612005, in Book 3554, at page 387, of Official Records); thence South 55 degrees 38' East along the bank of said ditch 26.70 feet; thence South 52 degrees 47' East along the bank of said ditch 28.10 feet; thence South 53 degrees 06' East along bank of said ditch 27.10 feet; thence South 51 degrees 16' East along bank of said ditch 40.90 feet; thence South 45 degrees 04' East along bank of said ditch 56.71 feet to the West line of said 1000 East Street (NOTE: Record bearing and distance for the South bank of ditch and Southerly line of said Sandy City property is South 48 degrees 30'00" East 12 rods, more or less, to the West line of 1000 East Street); thence South 16 degrees 52'20" West along said West line 206.41 feet more or less; thence South 0 degrees 04'01" West along said West line 29.41 feet, more or less, to the point of beginning.