

When Recorded Return To: Knudson Korner, LLC 2219 East Lorita Way Cottonwood Heights, UT 84093 E# 3014993 PG 1 OF 3
Leann H. Kilts, WEBER COUNTY RECORDER
06-Nov-19 0344 PM FEE \$76.00 DEP TN
REC FOR: OLD REPUBLIC TITLE (DRAPER)
ELECTRONICALLY RECORDED

## NOTICE OF REINVESTMENT FEE COVENANT

(Knudson Crossing)

Pursuant to Utah Code § 57-1-46(6), the Knudson Crossing Owners Association, a Utah non-profit corporation (the "Association"), hereby gives notice of a Reinvestment Fee Covenant which burdens all the real property described in <a href="Exhibit A">Exhibit A</a> (the "Burdened Property"), attached hereto, and any additional land that is annexed into and made subject to the Declaration of Covenants, Conditions, and Restrictions for Knudson Crossing, that was recorded on <a href="November 6">November 6</a>, 2019, as Entry No. <a href="2014/983">2014/983</a>, in Book <a href="NA">NA</a>, at Pages <a href="NA">NA</a>, in the records of Weber County, Utah, 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, other than the Declarant, is required to pay a reinvestment fee determined 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).

BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES owning, purchasing, or assisting with the closing of Burdened Property conveyance within the Knudson Crossing Subdivision that:

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

Knudson Crossing Owners Association 2219 East Lorita Way Cottonwood Heights, UT 84093

- 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's members, by and through a vote as provided for in the amendment provisions of the Declaration, may 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 Weber County Recorder.

DATED this 6 day of November, 2019.

My Commission Expires February 25, 2022

	DECLARANT KNUDSON KORNER, LLC By:
	Its: MANAGER
STATE OF UTAH )	
COUNTY OF <u>Sulf like</u> )	
On the 6 day of November  On the 6 day of November  who is an authorized representative of Knudson Kor	, 2019, personally appeared before me by me being duly sworn, did say that she/he is ner, LLC, and that the foregoing instrument is
signed on behalf of said company and execu	
Notary Public - State of Utah Michael A. Sprague Commission #698722	Notary Public



## **EXHIBIT A**

[Legal Description]
U8-628-0001-0030 v 5py-

All of KNUDSON CROSSING PHASE 1, according to the official plat on file in the office of the Weber County Recorder.

Including Lots 1 - 28 (Parcel Numbers for individual lots not yet assigned)

More particularly described as:

A parcel of land, situate in the Northwest Quarter of Section 2, Township 5 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in West Haven, Utah, more particularly described as follows:

Beginning at a point on the South Line of 3300 South Street, said point being North 89°07'54" West 421.90 feet along the section line and also being the centerline of said 3300 South Street, and South 00°52'06" West 40.00 feet from the North Quarter Comer of Section 2, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

thence South 00°49'33" West 571.50 feet;

thence North 89°08'11" West 171.93 feet to the East Line of 2400 West Street (33.00-foot half-width);

thence North 00°46'18" East 12.01 feet along said East Line of 2400 West Street;

thence North 89°13'42" West 0.50 feet along said East Line of 2400 West Street;

thence North 00°46'18" East 14.56 feet along said East Line of 2400 West Street;

thence Northerly 237.65 feet along the arc of a 8999.36-foot radius tangent curve to the right (center bears South 89°13'42" East and the long chord bears North 01°31'41" East 237.64 feet with a central angle of 01°30'47") along said East Line of 2400 West Street;

thence Northerly 239.39 feet along the arc of a 9065.36-foot radius curve to the left (center bears North 87°42'55" West and the long chord bears North 01°31'41" East 239.39 feet with a central angle of 01°30'47") along said East Line of 2400 West Street;

thence North 00°46'18" East 57.92 feet,

thence Northeasterly 15.72 feet along the arc of a 10.00-foot radius tangent curve to the right (center bears South 89°13'42" East and the long chord bears North 45°49'12" East 14.15 feet with a central angle of 90°05'48") along said East Line of 2400 West Street to the South line of said 3300 South Street;

thence South 89°07'54" East 156.66 feet along the South line of said 3300 South Street to the point of beginning.

Contains: 96,742 square feet or 2.221 acres, 28-Units and 1-Open Space Parcel.