



ENT 49900:2019 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2019 Jun 04 8:53 am FEE 40.00 BY IP  
RECORDED FOR PROVO LAND TITLE COMPANY

**WHEN RECORDED RETURN TO:**

SGS Associates, Inc.  
1675 North Freedom Boulevard, Building 4  
Provo, UT 84604

APN:

(Space above for County Recorder's Use)

**NOTICE OF REINVESTMENT FEE COVENANT**  
(Aspen Summit at Sunridge Hills)

Pursuant to Utah Code Ann. 47-1-46 *et seq.*, this NOTICE OF REINVESTMENT FEE COVENANT (North Pointe Village Townhomes) is hereby given for that certain real property located in Weber 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, Easements and Protective Covenants for Aspen Summit at Sunridge Hills (the "Declaration") dated 5/24/19, and recorded on 6/3/19, as Entry No. 49899, in Book \_\_\_\_\_, beginning at Page \_\_\_\_\_ in the Utah County Recorder's Office, as amended and supplemented from time to time, the Aspen Summit at Sunridge Hills 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:

Aspen Summit at Sunridge Hills Owners Association, Inc.  
PO BOX 1006  
OREM, UT 84059

4. The Association's authorized representative is Matthew M. Stewart

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]*

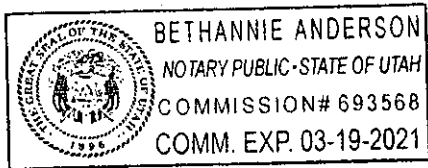
IN WITNESS WHEREOF, Matthew M. Stewart, as the authorized representative for the Aspen Summit at Sunridge Hills Owners Association, Inc., has executed this Notice of Reinvestment Fee Covenant (Aspen Summit at Sunridge Hills) as of 24, May, 2019.

**Aspen Summit at Sunridge Hills Owners Association, Inc.,  
a Utah non-profit corporation**

By: [Signature]  
Name: Matthew M. Stewart  
Title: President

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

The foregoing instrument was acknowledged before me this 24 day of May, 2019, by Matthew M. Stewart, the President of the Aspen Summit at Sunridge Hills Owners Association, Inc., a Utah non-profit corporation.



[Signature]  
NOTARY PUBLIC  
Residing at: Springville, UT

My Commission Expires:  
3-19-2021

**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY****ASPEN SUMMIT AT SUNRIDGE HILL OVERALL BOUNDARY DESCRIPTION**

Beginning at a point North 2423.19 feet and West 34.36 feet from the South Quarter corner of Section 8, Township 7 South, Range 3 East, Salt Lake Base and Meridian;  
thence South 0°48'49" East 1785.58 feet;  
thence South 72°06'29" West 0.06 feet;  
thence North 24°58'04" West 99.91 feet;  
thence North 10°23'08" West 288.28 feet;  
thence South 49°33'55" West 154.43 feet;  
thence North 49°29'15" West 139.85 feet;  
thence North 21°28'08" West 290.24 feet;  
thence South 69°31'40" West 354.60 feet;  
thence North 08°27'51" West 162.95 feet;  
thence along the arc of a 250.00 feet radius curve to the right through a central angle of 23°52'41" for 104.19 feet (chord bears North 03°28'29" East 103.44 feet);  
thence North 15°24'50" East 336.78 feet;  
thence along the arc of a 316.00 feet radius curve to the left through a central angle of 19°01'47" for 104.95 feet (chord bears North 5°53'57" East 104.47 feet);  
thence North 03°36'57" West 178.78 feet;  
thence along arc of a 250.00 feet radius curve to the right through a central angle of 31°32'56" for 137.66 feet (chord bears North 12°09'31" East 135.93 feet);  
thence North 27°55'59" East 47.77 feet;  
thence along the arc of a 614.41 feet radius curve to the left through a central angle of 28°55'59" for 310.26 feet (chord bears North 13°28'00" East 306.98 feet);  
thence North 01°00'00" West 75.03 feet;  
thence North 00°21'46" East 13.37 feet;  
thence South 79°39'20" East 381.21 feet;  
thence South 89°10'45" East 27.84 feet;  
thence South 42°40'17" East 23.54 feet;  
thence along the arc of a 130 feet radius curve to the right (chord bears South 52°08'24" East 42.77 feet);  
thence South 61°36'30" East 97.79 feet to the point of beginning.