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10/7/2021 4:03:00 PM \$40.00  
Book - 11251 Pg - 43-45  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
HIGHLAND TITLE AGENCY  
BY: eCASH, DEPUTY - EF 3 P.

**WHEN RECORDED RETURN TO:**

Life of Riley, LLC  
266 West 570 North  
Lindon, UT 84042

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**NOTICE OF REINVESTMENT FEE COVENANT**

(Peak View Flats Townhomes)

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Pursuant to Utah Code § 57-1-46(6), the Peak View Flats Townhome Association ("**Association**") hereby provides this Notice of Reinvestment Fee Covenant which burdens all of the real property described in Exhibit A (the "**Burdened Property**"), attached hereto, which is subject to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Peak View Flats Townhomes recorded with the Salt Lake County Recorder on October 1, 2021 as Entry No. 13793165, 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 as established 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). In no event shall the reinvestment fee exceed the maximum rate permitted by applicable law.

**BE IT KNOWN TO ALL OWNERS, SELLERS, BUYERS, AND TITLE COMPANIES** owning, purchasing, or assisting with the closing of a Burdened Property conveyance within the **Peak View Flats Townhomes** subdivision that:

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

Peak View Flats Townhome Association  
266 West 570 North  
Lindon, UT 84042

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

Page 1

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 Salt Lake County Recorder.

DATED this 7 day of OCT, 2021.

**DECLARANT**  
**LIFE OF RILEY, LLC**  
a Utah limited liability company,

By: *Kenneth Kip Kugler*

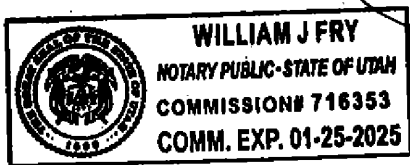
Name: Kenneth Kip Kugler

Its: MANAGER

STATE OF UTAH )  
                          ) ss.  
COUNTY OF UTAH )

On the 7 day of OCT, 2021, personally appeared before me KENNETH KIP KUGLER who by me being duly sworn, did say that she/he is an authorized representative of Life of Riley, LLC, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

*William J Fry*  
Notary Public



**EXHIBIT A**  
[Legal Description]

All of **7100 SOUTH – PEAK VIEW FLATS**, according to the official plat filed in the office of the Salt Lake County Recorder as Entry Number 13592373.

Including Lots 1 through 16 and Common Area

**Parcel Numbers: 22301060300000 through 22301060360000**  
**22301270610000 through 22301270640000**