ENT 103729:2018 PG 1 of 4
Jeffery Smith
Utah County Recorder
2018 Oct 29 03:18 PM FEE 25.00 BY SW
RECORDED FOR Provo Land Title Co.
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO: Edge Homes Utah LLC 13702 S. 200 W. #B12 Draper, UT 84020

NOTICE OF REINVESTMENT FEE COVENANT

(North Pointe Condominiums)

Pursuant to Utah Code Ann. § 57-1-46(6), the North Pointe Condominium 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 Declaration of Condominium for North Pointe Condominiums recorded with the Utah County Recorder on October 12, 2018 as Entry No. 96461 2018, 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 6.14 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 North Pointe Condominiums that:

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

North Pointe Condominium Association 13702 S. 200 W. #B12 Draper, UT 84020

- 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 Utah County Recorder.

DATED this <u>le</u> day of <u>June</u>	, 2018.
	EDGE GATEWAY, LLC a Utah limited liability company, By: Manager Its: Manager
STATE OF UTAH)	J
COUNTY OF Uah) ss.	
	2018, personally appeared before me ne being duly sworn, did say that she/he is an C, and that the foregoing instrument is signed on
behalf of said company and executed with all neo	• •

SHELLEY MAE KING
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 695954
COMM. EXP. 07-10-2021

EXHIBIT A

[Legal Description]

All of North Pointe Village Condominiums Building A, according to the official plat thereof, on file in the office of the Utah County Recorder.

More particularly described as: hext page

ENT 103729:2018 PG 4 of 4

North Pointe Village Phase 3 Plat 'A'

Beginning at a point being North 89°48′50″ East 4,419.31 feet along the section line and North 665.85 feet from the West Quarter Corner of Section 2, Township 5 South, Range 1 West, Salt Lake Base and Meridian; and running

thence North 00°06'58" West 65.95 feet;

thence Northwesterly 37.65 feet along the arc of a 200.00 foot radius curve to the left (center bears South 89°53'02" West and the chord bears North 05°30'32" West 37.59 feet with a central angle of 10°47'08");

thence Northeasterly 26.39 feet along the arc of a 15.00 foot radius curve to the right (center bears North 79°05'54" East and the chord bears North 39°29'46" East 23.11 feet with a central angle of 100°47'45");

thence North 89°53'38" East 151.43 feet;

thence Southeasterly 24.46 feet along the arc of a 1,000.00 foot radius curve to the right (center bears South 00°06'22" East and the chord bears South 89°24'19" East 24.46 feet with a central angle of 01°24'05"):

thence South 00°06'22" East 101.98 feet;

thence South 81°42'26" West 101.59 feet;

thence Southwesterly 45.55 feet along the arc of a 496.10 foot radius curve to the right (center bears North 08°17'32" West and the chord bears South 84°20'18" West 45.54 feet with a central angle of 05°15'40");

thence South 89°51'07" West 41.18 feet to the point of beginning.

Contains 21,472 Square Feet or 0.493 Acres