

WHEN RECORDED, RETURN TO:

ANDERSON CALL & WILKINSON, PC
136 E. South Temple, 2400
Salt Lake City, UT 84111

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05/27/2010 04:51 PM \$86.00
Book - 9829 Pg - 230-234
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
ANDERSON CALL & WILKINSON
136 E S TEMPLE #2400
SLC UT 84111
BY: NEH, DEPUTY - WI S P.

5-68
8600

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 reinvestment fee covenant ("Covenant") that satisfies the requirements of Utah Code Ann. § 57-1-46(2010).

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

1. The name and address of the beneficiary under this Covenant is Hidden Village Homeowners Association, 538 E. Cobblestone, 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 If and when the contact information in this paragraph becomes outdated, contact with the Association may be made through its registered agent.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 Covenant is intended to run with the land described in **Exhibit A** and to bind successors in interest and assigns. The duration of the 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 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 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: May 18th, 2010

Hidden Village Homeowners Association

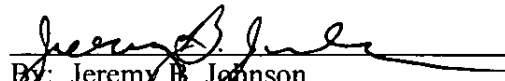

By: Jeremy B. Johnson
Its: Authorized Agent

Exhibit A

Beginning at a point North 562.64 feet and West 22.41 feet from the Southeast corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence S 0°24'25" W 299.96 feet along the right of way line of 700 East Street; thence West 1150.54 feet; thence N 2°15' E 247.85 feet; thence N 2°50' E 55.96 feet; thence East 1123.04 feet to the point of beginning. Contains approximately 7.879 acres.

EXCLUDING all presently existing or to be constructed or installed sewer lines, water mains, gas lines, electrical conduits, telephone lines, and related facilities which are now or hereafter owned by any governmental or quasi-governmental authorities or by any utility company.

TOGETHER WITH all easements, rights-of-way and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property.

ALL OF THE FOREGOING IS SUBJECT TO: all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all Patent reservations and exclusions; any mineral reservations of record and rights incident thereto; all easements and rights-of-way of record, otherwise existing, or enforceable in law or equity; any easements, rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat; an easement for each and every pipe, line, cable, wire, utility line, or similar facility which traverses or partially occupies the above-described parcel of real property at such time as construction of all Project improvements is complete; and all easements necessary for ingress to, egress

from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the above-described parcel of real property and any improvements now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner not inconsistent with the provisions of this Declaration) to construct, complete, or remodel any Living Unit located on a Lot and to improve the Common Areas with such structures and facilities designed for the use and enjoyment of all the Members as Declarant may reasonably determine to be appropriate. If, pursuant to this reservation, the above-described parcel of real property or any improvement thereon is traversed or partially occupied by a permanent improvement or utility line, a perpetual easement for such improvement or utility line shall exist. With the exception of such perpetual easements, the reservation hereby effected shall, unless sooner terminated in accordance with its terms, expire 20 years after the date on which this Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah.