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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BRAMBLE OAK LAW FIRM  
PO BOX 1060  
LEHI UT 84043  
BY: ZJM, DEPUTY - WI 2 P.

WHEN RECORDED, RETURN TO:

Bramble Oak Law Firm  
PO Box 1060  
Lehi, UT 84043

**REINVESTMENT FEE COVENANT**  
(Pursuant to Utah Code Ann. § 57-1-46)

2-123

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(6)(2010).

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

1. The name and address of the beneficiary under this Covenant is Hill Creek Condominium Association, 960 E. Creek Hill Ln., 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 If and when the contact information in this paragraph becomes outdated, contact with the Association may be made through its registered agent.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 contained in subdivision Hill Creek Amd, including parcel numbers 22-29-180-001-00000 through 22-29-180-125-0000, 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 Covenant 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 association's 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 reinvestment fee 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: July 29, 2011

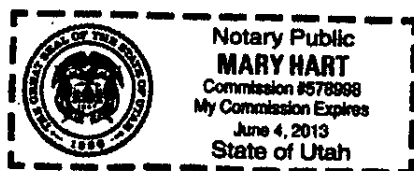
**Hill Creek Condominium Association**

Jeremy B. Johnson  
By: Jeremy B. Johnson  
Its: Authorized Agent

STATE OF UTAH            )  
                                      :SS  
SALT LAKE COUNTY        )

Jeremy B. Johnson, personally appeared and acknowledged that he has knowledge of the facts set forth in the Notice and that he believes that all statements made in this Notice are true and correct.

Subscribed and sworn to before me on July 29, 20 11.



Mary Hart  
Notary Public