

WHEN RECORDED, RETURN TO:

RICHARDS, KIMBLE & WINN, PC
2040 Murray Holladay Rd., Ste 106
Salt Lake City, UT 84117
(See Below for HOA Contact Info)

11709875
8/21/2013 3:29:00 PM \$160.00
Book - 10171 Pg - 1173-1175
Gary W. Ott
Recorder, Salt Lake County, UT
RICHARDS KIMBLE & WINN
BY: eCASH, DEPUTY - EF 3 P.

AMENDED NOTICE OF REINVESTMENT FEE COVENANT

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES either owning, purchasing or assisting with the closing of a property conveyance within **THE VILLAGE AT RIVERWALK P.U.D. and THE COTTAGES AT RIVERWALK P.U.D.** (the "Association" or "Associations"), that a certain Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions, was recorded on October 25, 2006, as Document Entry No. 9887649, and a certain Amendment to Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions was recorded on July 3, 2008, as Document Entry No. 10471612 in the Salt Lake County Recorder's Office and that the Amended Declaration (and any amendments thereto) established certain obligations of which all owners, sellers and buyers should be aware that:

This Notice requires the payment of a Reinvestment Fee Covenant as permitted by Utah law according to the following terms:

1. **Homeowners and/or Condominium Association.** The property being purchased and sold is within a planned community and/or condominium association which is operated and managed by a Board of Trustees and/or Management Committee which has presently delegated its daily operations to **Community Solutions & Sales 856 E. 12300 So. Suite #7, Draper, UT 84020. Phone: 801-955-5126.** PLEASE NOTE, HOWEVER, THAT PROPERTY MANAGEMENT COMPANIES MAY CHANGE FROM TIME TO TIME. The planned community and/or condominium is subject to covenants, conditions and restrictions affecting the property, including regular and special assessments and this **Reinvestment Fee Covenant** for the administration and operation of the property within the Association. Please contact the current property management, presently **Community Solutions & Sales**, or the recording party identified above, for the exact amount of the Reinvestment Fee Covenant due and owing at closing.
2. **Notice to Title Companies / Future Management Companies / Agents.** Because Management Companies change from time to time, it is the title company's obligation to ensure that any Reinvestment Fee is sent to the current Property Management Company. This can most likely be achieved by calling the management company listed above. **With respect to management companies, it is the obligation and requirement of any such management company that may collect any fees described herein to remit said fee to a NEW management company, if such a change is made.**
3. **Reinvestment Fee.** A Reinvestment Fee Covenant is hereby formally imposed at settlement (or upon any conveyance of any unit/lot unless exempt by law) for each unit/lot sold

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or conveyed, in an amount determined by the Board of Trustees or Management Committee for that type of unit/lot. This Fee shall be paid by each prospective member of the Association for the purpose of covering administrative and other costs associated to the management and care of the property.

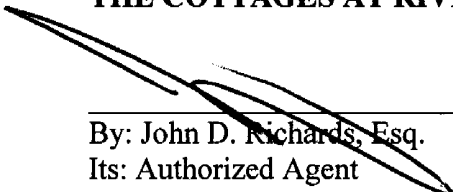
The imposition of this Reinvestment Fee Covenant precludes the imposition of additional reinvestment fee covenants on the properties burdened by this fee requirement and is required by the Association to be paid to benefit the burdened properties within the Association for the purposes stated above (again, see all properties identified on the attached **Exhibit A**).

4. **Runs with the Land.** The obligation of the above referenced Reinvestment Fee Covenant is intended to run with the land and to bind the successors in interest and assigns of each and every lot, and lot owner, within the Association in perpetuity.

5. **Termination of Fee.** The Association's members, by and through a vote of its members as provided for in the amendment provision of its covenants, conditions and restrictions (CCR's), may amend and/or terminate this Reinvestment Fee Covenant by a duly voted upon, approved, and recorded instrument directing the amendment or termination of this Reinvestment Fee Covenant.

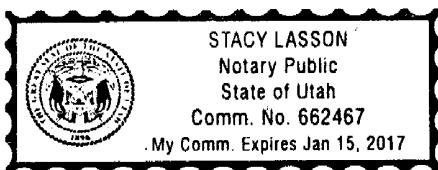
DATE: 8/21, 2013.

**THE VILLAGE AT RIVERWALK P.U.D. and
THE COTTAGES AT RIVERWALK P.U.D.**

By:  Esq.
Its: Authorized Agent

STATE OF UTAH)
) :ss
COUNTY OF SALT LAKE)

John D. Richards personally appeared before me 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 August 21, 2013.




Notary Public

EXHIBIT A

Legal Description

All Lots – VILLAGE AT RIVERWALK P.U.D., according to the official records in the Salt Lake County Recorder's Office. 55
First Parcel No. 27-14-231-002

All Lots – COTTAGES AT RIVERWALK P.U.D., according to the official records in the Salt Lake County Recorder's Office. 91
First Parcel No. 27-14-233-082

146 Total Lots