


50/4
E 3239531 B 7484 P 685-688
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/03/2020 10:01 AM
FEE \$50.00 Pgs: 4
DEP RT REC'D FOR FRUIT HEIGHTS CIT
Y

WHEN RECORDED, RETURN TO:
CW The Heights, LLC
Attn: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

Affecting Parcel No.: See Exhibit A _____

NOTICE OF REINVESTMENT FEE COVENANT

(The Heights Owners Association)

07-347-0001 thru 0015 

Pursuant to Utah Code §57-1-46(6), The Heights Owners 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 Covenants, Conditions, and Restrictions, and Reservation of Easements for The Heights, recorded with the Davis County Recorder on _____, 2020 as Entry No. _____, 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 5.12 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 Heights** that:

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

The Heights Owners Association
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

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.

5. The purpose of the Reinvestment Fee is to assist the Association in covering the costs of: (i) common planning, facilities, and infrastructure; (ii) obligations arising from an environmental covenant; (iii) community programming; (iv) resort facilities; (v) open space; (vi) recreation amenities; (vii) common expenses of the Association; or (viii) funding Association reserves.

6. The fee required under the Reinvestment Fee Covenant is required to benefit the Burdened Property.

7. The amount of the Reinvestment Fee of each Lot at the time of transfer shall be equal to FIVE HUNDRED AND NO/100 DOLLARS (\$500.00).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Notice of Reinvestment Fee Covenant on behalf of the Association as of the ____ day of _____, 2020, to be effective upon recording with the Davis County Recorder.

DECLARANT

CW THE HEIGHTS, LLC,
a Utah limited liability company

By: *Colin H. Wright*
Name: Colin H. Wright
Title: Authorized Representative

STATE OF UTAH)
 §
COUNTY OF DAVIS)

On the 31 day of March, 2020, personally appeared before me COLIN H. WRIGHT who by me being duly sworn, did say that he is an authorized representative of CW THE HEIGHTS, LLC, a Utah limited liability company, and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

Alicia Gentry
(Notary Public)

(Seal)

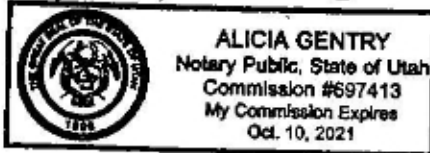


EXHIBIT A
(Legal Description)

A part of the Southwest Quarter of Section 1, Township 3 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Fruit Heights City, Davis County, Utah:

Beginning at the Southwest corner of Lot 13, Pilly Green, a subdivision in Fruit Heights City Utah, being on the Easterly Right-of-Way Line of U.S. Highway 89, said point is 932.34 feet North 89°47'25" East along the Quarter Section Line and 508.98 feet South 0°12'35" East from the West Quarter Corner of said Section 1; and running thence North 48°20'00" East 146.99 feet; thence South 54°17'00" East 586.39 feet to the Northerly Right-of-Way Line of Mountain Road; thence South 35°43'16" West 303.86 feet along said Northerly Right-of-Way Line; thence North 54°17'00" West 518.31 feet to the Easterly Right-of-Way Line of said U.S. Highway 89 and a point of a non-tangent curve; thence Northeasterly along the arc of a 7724.50 foot Radius curve to the left a distance of 189.13 feet (Central Angle equals 1°24'10" and Long Chord bears North 3°44'14" East 189.12 feet) along said Easterly Right-of-Way Line to the Point of Beginning.

Contains 177,522 Sq. Ft. or 4.075 Acres