

WHEN RECORDED, RETURN TO:

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ENT 55357: 2011 PG 1 of 3
Jeffery Smith
Utah County Recorder
2011 Aug 05 10:04 AM FEE 75.00 BY CS
RECORDED FOR Richards, Kimble & Winn, P.C.
ELECTRONICALLY RECORDED

NOTICE OF REINVESTMENT FEE COVENANT

(Pursuant to Utah Code Ann. §57-1-46)

BE IT KNOWN TO ALL SELLERS, BUYERS AND TITLE COMPANIES either owning, purchasing or assisting with the closing of a property conveyance within the **NORTHGATE OWNERS ASSOCIATION** (the "Association"), that a certain Declaration of Covenants, Conditions and Restrictions was recorded on December 30, 1994, as Document Entry No. 97658, in the Utah County Recorder's Office (the "Declaration") and that the Declaration (and any amendments thereto) established certain obligations and covenants of which all owners, sellers and buyers should be aware.

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 which is located at P.O. Box 548, West Jordan, UT 84084, 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 company 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 has been 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 or conveyed, in an amount determined by the Board of Trustees/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 (CCRs), 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.

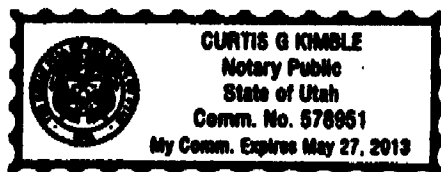
DATE FILED: 5/28, 20 10

**NORTHGATE OWNERS
ASSOCIATION**

By: John D. Richards, Esq.-
Its: Authorized Represented

STATE OF UTAH)
)ss:
County of Salt Lake)

The foregoing Amendment was acknowledged before me on this 28 day of May, 2010 by John Richards, authorized agent of Northgate Owners Association, Inc.



Curtis G. Kimble
Notary Public for Utah

**EXHIBIT A-LEGAL DESCRIPTION
NORTHGATE TOWNHOMES**

All lots in Plats A, B, D as listed below

Plat A - Parcel #'s 47:145:001 - 47:145:0027

Plat B - Parcel #s 47:147:0028 - 47:147:0032
Parcel #s 47:147:0054 - 47:147:0067

Plat D - Parcel #s 47:154:0068 - 47:154:0083