

WHEN RECORDED, RETURN TO:

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Park City, Utah 84060

01192190 B: 2748 P: 1321

Page 1 of 5

Rhonda Francis Summit County Recorder

07/12/2022 10:49:30 AM Fee \$70.00

By DART ADAMSON & DONOVAN

Electronically Recorded

Space above this line for Recorder's use

**NOTICE OF REINVESTMENT FEE COVENANT
FOR RED HAWK
INCLUDING RED HAWK PHASE I, PHASE II PLAT A AND OTHER PROPERTIES**

UNDER UTAH CODE §57-1-46, PLEASE NOTE that this that this Notice of Reinvestment Fee Covenant is made and entered as of the 22nd day of March, 2022, such Buyer or Seller of a Lot ("Payor") located within Red Hawk, Summit County, Utah shall be required to pay RED HAWK RANCH OWNERS ASSOCIATION, INC., a Utah non-profit corporation (the "**Association**"), at the times of the transfer, conveyance, closing, or settlement of the sale of a Lot, a Reinvestment Fee in a sum to be determined by the Board of Trustees pursuant to Section 6.8, Article VI of the *Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Red Hawk, including Red Hawk Phase I, Phase II Plat A and other properties*, recorded on April 30, 2019, in the office of the Summit County Recorder, State of Utah, as Entry No. 1109877, in Book 2506, starting at Page 0697 and as amended in that certain *First Amendment to the Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions for Red Hawk, including Red Hawk Phase I, Phase II Plat A and other properties* recorded on July 12, 2022, in the office of the Summit County Recorder, State of Utah, as Entry No. 1192185, in Book 2748, starting at Page 1307 (the "**Declaration**", as amended and supplemented). Capitalized terms used and not otherwise defined in this notice shall have the meaning or meanings given to them in the Declaration.

This Notice affects that certain real property constituting a common interest association under the auspices of Utah Code §57-8a located in Summit County, Utah, more particularly described at **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Project**" or "**Property**").

The Reinvestment Fee Covenant is intended to run with the Land and to bind successors in interest and assigns thereof. The existence of the Reinvestment Fee Covenant precludes the imposition of any additional Reinvestment Fee Covenant by the Association on any Lot located within the Project.

The duration of the Reinvestment Fee Covenant shall extend through the term of the Declaration including any automatic extensions, unless the procedures outlined in the Declaration is exercised to formally terminate it and this Reinvestment Fee Covenant. The Reinvestment Fee

Covenant is a covenant that affects the Lots within the Project and obligates a Payor of such real property to pay the Association, upon and as a result of a Transfer of the real property, a fee that is dedicated to benefitting the burdened property, including payment for, but not limited to:

- (1) Common planning, facilities, and infrastructure;
- (2) Obligations arising from an environmental covenant;
- (3) Community programming;
- (4) Community facilities;
- (5) Open space;
- (6) Recreation amenities;
- (7) Charitable purposes; and/or
- (8) Association expenses.

See U.C.A. §57-1-46 and Section 11, Article XIX of the Declaration.

The Reinvestment Fee is to be paid under the auspices of the Reinvestment Fee Covenant and shall benefit the Burdened Lot. The Reinvestment Fee may not be enforced upon:

- (1) An involuntary transfer;
- (2) A transfer that results from a court order;
- (3) A bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity;
- (4) A transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution; or
- (5) The transfer of the Lot by a financial institution except to the extent that the reinvestment fee covenant requires the payment of a common interest association's costs directly related to the transfer of the burdened property, not to exceed \$250.

The Association, with its principal place of business located at 1 Red Hawk Lane, Park City, Utah 84098, acting on behalf of its Members who are comprised of Owners of the Lots identified at Exhibit "A", is responsible for the collection and management of the Reinvestment Fee.

The Reinvestment Fee to be assessed shall at the discretion of the Board of Directors up to the statutory maximum of 0.5% of the gross purchase price of any Lot sold after the date of recordation.

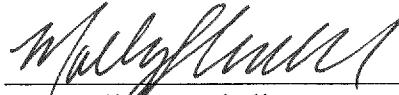
This Notice has been signed by Molly Campbell, Board Member and Authorized Signatory of the Association and authorized representative of the Association under the Declaration.

Capitalized terms used and not otherwise defined in this notice shall have the meaning or meanings given to them in the Declaration.

[Signature page follows.]

IN WITNESS WHEREOF, the Association has executed this notice the 22nd day of March, 2022.

RED HAWK RANCH OWNERS
ASSOCIATION, INC., a Utah non-profit
corporation



By: Molly Campbell
Its: Board Member and Authorized Signatory

Acknowledgement

STATE OF UTAH)
 :SS
COUNTY OF SUMMIT)

On this 22nd day of March, 2022, personally appeared before me, Molly Campbell, Board Member and Authorized Signatory of the Red Hawk Ranch Owners Association, Inc., who upon oath did swear that he has been empowered by said Association in said capacity to sign the foregoing and to cause the same to be recorded against those parcels of real property described in Exhibit A hereto.

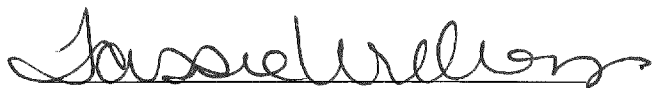
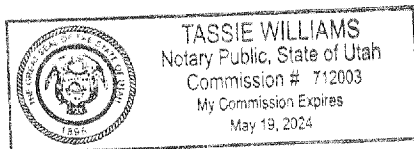

Notary Public

EXHIBIT "A"

(Legal Description)

Lot 1, RED HAWK SUBDIVISION PHASE 1 LOT 1 AMENDED, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. RHWK-1-AM

Lots 2 - 8, RED HAWK SUBDIVISION PHASE I, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No.'s RHWK-2 through RHWK-8

Lot 9, RED HAWK PHASE II LOT 9 SECOND AMENDED PLAT, Lot 9 of Red Hawk Subdivision Phase II Plat A, Amendment to Lot 9, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. RHWK-II-9-2AM

Lots 10 through 14, RED HAWK SUBDIVISION PHASE II PLAT A, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No.'s RHWK-II-10 through RHWK-II-14

"Parcel 15" (previously "Parcel 14A") described as follows:

SW Quarter of the NE Quarter of Section 33, Township 1 N, Range 4 E, Salt Lake Base and Meridian.

Parcel No. SS-154-F

Lot 1, BIG PINES SUBDIVISION AMENDMENT TO LOT 1, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. BP-1-AM

Lot 2, BIG PINES SUBDIVISION, according to the official plat thereof on record with the Summit County Recorder's Office.

Parcel No. BP-2

"Parcel 18" described as follows:

SE 1/4 NE 1/4 SW 1/4 Sec 28 T1NR4E SLBM CONT 10.0 AC M87- 165-166 M97-666 791-617-618 (Ref: 796-367) 813-96 869-789 1747-866 1913- 1183 2015-76-97.

Parcel No. SS-146-D

"Parcel 19" described as follows:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 NORTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN.

Parcel No. SS-146-D1

“Parcel 20” described as follows:

The Northwest quarter of the Southeast quarter of Section 28, Township 1 North, Range 4 East, Salt Lake Base and Meridian.

Parcel No. SS-146-J

“Parcel 21” described as follows:

Beginning at a point which is South 89°26’00” east 2000 feet along the Quarter section line from the West Quarter comer of Section 28, Township 1 North, Range 4 East, Salt Lake Base and Meridian; running thence North 00°03’00” West a distance of 660.000 feet; thence South 89°26’00” East a distance of 660.000 feet; thence South 00°03’00” East a distance of 660.000 feet; thence North 89°26’00” West a distance of 660.000 feet to the point of beginning.

Parcel No. SS-146-M

“Parcel 22” described as follows:

Beginning at a point which is South 89°26’00” East 2660 feet along the Quarter section line from the West Quarter comer of Section 28, Township 1 North, Range 4 East, Salt Lake Base and Meridian; running thence North 00°03’00” West a distance of 660.000 feet; thence South 89°26’00” East a distance of 990.000 feet; thence South 00°03’00” East a distance of 660.000 feet; thence North 89°26’00” West a distance of 990.000 feet, to the point of beginning.

Parcel No. SS-146-6

“Parcel 23” described as follows:

Northeast 1/4 of the Northeast 1/4 of Section 33, Township 1 North, Range 4 East, Salt Lake Base and Meridian

Parcel No. SS-154-B-1

Parcel Nos: RHWK-2-W
RHWK-7-W