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**DOC # 20180023472**

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Russell Shirks, Washington County Recorder  
06/06/2018 12:28:56 PM Fee \$ 26.00  
By SNOW, JENSEN, REECE



Recorded at the request of:  
Brio Homeowners Association, Inc.  
c/o Snow Jensen & Reece, PC  
912 West 1600 South, Suite B200  
St. George, UT 84770

**NOTICE OF REINVESTMENT FEE COVENANT  
BRIO HOMEOWNERS ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN by BRIO HOMEOWNERS ASSOCIATION, INC., (the "Association") located at 230 W. Brio Clubhouse Drive, Washington, Utah 84780, by and through its Board of Directors ("Board"), that a reinvestment fee covenant applies upon the occurrence of any sale, transfer, or conveyance of any Unit (as applicable, a "Transfer") within the property subject to the Declaration of Covenants, Conditions and Restrictions for Brio, recorded August 12, 2015, as Doc. No. 20150028404, in the Official Records of the Washington County Recorder's Office, as amended or supplemented (the "Declaration") (which property is described in Exhibit "A" attached hereto, including any other Units or parcels that are added to the Association through annexation), as set forth in Section 7.14(b) of the Declaration (the "Reinvestment Fee Covenant").

Any party (the "Initial Transferee") initially receiving title to a Unit from the Declarant shall pay to the Association an Initial Reinvestment Fee, as defined in the Declaration; and any party ("Transferee") subsequently receiving title to a Unit shall pay to the Association a Reinvestment Fee, as defined in the Declaration. The Initial Reinvestment Fee and the Reinvestment Fee shall each be in an amount to be established from time to time by the Board; provided that in no event shall either the Initial Reinvestment Fee or the Reinvestment Fee exceed any maximum rate permitted by applicable law. As a "large master planned development," property in the Brio community is not currently subject to a maximum allowable legal rate. In the event that a maximum allowable legal rate is imposed, the new maximum shall be effective as to the Association without requiring any amendment of this Notice.

The Initial Reinvestment Fee or Reinvestment Fee shall be due and payable by the Initial Transferee or Transferee, as the case may be, to the Association at the time of the Transfer giving rise to the payment of the same, and shall be treated as an individual assessment under the Declaration for collection purposes.

The burden of the Reinvestment Fee Covenant is intended to run with the land, in perpetuity, and to bind any and all successors in interest and assigns. The duration of the Reinvestment Fee Covenant is the duration of the Declaration within which the covenant is contained, as set forth above.

The existence of the Reinvestment Fee Covenant precludes the imposition of an additional reinvestment fee covenant on the affected property.

The purpose of the Reinvestment Fee Covenant is for the benefit of the burdened property, including but not limited for:

- a) common planning, facilities, and infrastructure;
- b) obligations arising from an environmental covenant;
- c) community programming;
- d) resort facilities;
- e) open space;
- f) recreation amenities;
- g) charitable purposes; or
- h) association expenses.

The fees collected pursuant to the Reinvestment Fee Covenant are dedicated to benefitting the burdened property identified herein.

This Notice of Reinvestment Fee Covenant is made and recorded pursuant to Utah Code Annotated section 57-1-46 (2018).

DATED this 1<sup>st</sup> day of June, 2018.

**BRIO HOMEOWNERS ASSOCIATION, INC.**



By: Reed Scow  
Its: President

STATE OF UTAH,

: ss.

County of Washington )

On the 1 day of June, 2018, personally appeared before me Reed Scow, who being by me duly sworn did say that he is the President of Brio Homeowners Association, Inc., a Utah nonprofit corporation, and that he executed the foregoing Notice of Reinvestment Fee Covenant on behalf of said corporation by authority of a resolution of its board of directors, and as authorized by applicable state law, and he did acknowledge before me that the corporation executed the same for the uses and purposes stated therein.

Notary Public



**EXHIBIT "A"**

**Legal Description of Property**

*Note: Additional property is expected to be made subject to the Reinvestment Fee Covenant described herein as such property is annexed into the Brio community by recording of Declarations of Annexation for future phases of development, pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions of Brio. Therefore, the "Annexable Area" described in Exhibit "B" of the Declaration is included below and shall be subject to this Notice as the same is made subject to the Declaration and the Reinvestment Fee Covenant contained therein.*

All of Units 1 through 72, Brio – Phase 1A subdivision, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Units 73 through 93, Brio – Phase 1B subdivision, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Units 94 through 122, Brio – Phase 1C subdivision, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Units 201 through 237, Brio – Phase 2A subdivision, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Units 301 through 323, Brio – Phase 3A subdivision, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Units 324 through 344, and 359 through 370, Brio – Phase 3B subdivision, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

All of Units 345 through 358, and 371 through 380, Brio – Phase 3C subdivision, according to the Official Plat thereof on file in the office of the Recorder for Washington County, State of Utah.

**Annexable Land:**

**PARCEL A**

BEGINNING AT A POINT N0°46'14"E 534.65 FEET ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE CENTERLINE OF A PROPOSED FUTURE 110.00 FOOT WIDE ROADWAY, SAID POINT ALSO BEING ON THE ARC OF A 1750.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N25°36'33"E; THENCE EASTERLY 753.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°39'17"; THENCE S89°02'44"E 507.13 FEET ALONG SAID PROPOSED FUTURE ROADWAY CENTERLINE TO THE CENTERLINE

OF THE PROPOSED EXTENSION OF MAIN STREET; THENCE ALONG SAID PROPOSED MAIN STREET CENTERLINE THE FOLLOWING THREE COURSES: S0°57'16"W 1864.19 FEET TO THE POINT OF CURVATURE OF A 2500.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 116.04 FEET THROUGH A CENTRAL ANGLE OF 2°39'34"; THENCE S3°36'56"W 11.85 FEET TO A POINT ON THE NORTH LINE OF "OASIS LEISURE HOMES PHASE 1" SUBDIVISION AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #483351; THENCE S89°59'57"W 40.08 FEET ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF SAID SUBDIVISION, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF MAIN STREET AS DEDICATED ON SAID SUBDIVISION PLAT; THENCE S3°36'56"W 348.81 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO THE SOUTHWEST CORNER OF SAID SUBDIVISION; THENCE N89°59'23"E 29.04 FEET TO THE NORTHWEST CORNER OF PROPERTY DESCRIBED IN DOCUMENT NO. 20090009623 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG SAID PROPERTY THE FOLLOWING THREE (3) COURSES: S3°36'56"W 69.54 FEET TO THE POINT OF CURVATURE OF A 2011.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 74.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°07'25"; THENCE S1°28'08"W 508.79 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF "BUENA VISTA BOULEVARD" ROADWAY DEDICATION AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS ENTRY #634748; THENCE N88°31'52"W 73.77 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE N0°00'37"W 7.00 FEET; THENCE THENCE N46°28'13"E 43.13 FEET; THENCE N1°28'08"E 317.82 FEET TO THE POINT OF CURVE OF A 212.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S88°31'52"E; THENCE NORTHEASTERLY 41.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°06'46" TO THE POINT OF CURVE OF A 188.00 FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY 18.23 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°33'23"; THENCE S34°44'26"W 478.08 FEET; THENCE N88°31'52"W 226.49 FEET TO THE POINT OF CURVE OF A 854.50 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY 46.12 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 3°05'32"; THENCE N7°23'55"W 134.83 FEET TO THE POINT OF CURVE OF A 701.50 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY 403.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°56'47"; THENCE S78°54'30"E 115.84 FEET; THENCE N68°38'43"E 286.26 FEET; THENCE N7°49'42"E 186.08 FEET; THENCE N87°58'24"W 139.39 FEET; THENCE N4°50'16"E 293.07 FEET; THENCE N85°09'44"W 59.00 FEET; THENCE S4°50'16"W 93.32 FEET; THENCE N69°02'03"W 317.13 FEET; THENCE N20°57'57"E 100.00 FEET; THENCE N69°02'03"W 269.69 FEET; THENCE S20°57'57"W 95.00 FEET; THENCE N72°28'16"W 140.76 FEET; THENCE N74°18'37"W 142.00 FEET; THENCE N15°41'23"E 47.48 FEET; THENCE N73°32'46"W 168.10 FEET TO THE POINT OF CURVE OF A 365.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S73°32'46"E; THENCE SOUTHWESTERLY 18.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°53'06"; THENCE N76°25'52"W 102.00 FEET TO THE POINT OF CURVE OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S76°25'52"E; THENCE NORTHEASTERLY 248.92 FEET ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF 30°32'22"; THENCE N42°49'22"W 108.06 FEET TO THE POINT OF CURVE OF A 375.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY 180.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°35'01"; THENCE N89°31'36"W 154.32 FEET; THENCE N0°28'24"E 17.79 FEET; THENCE N89°31'36"W 25.00 FEET TO THE POINT OF CURVE OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°31'36"W; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE N89°31'36"W 365.75 FEET; THENCE S0°28'24"W 91.00 FEET; THENCE S3°39'17"W 79.02 FEET; THENCE S12°15'36"W 80.44 FEET; THENCE S9°38'31"W 75.54 FEET; THENCE S2°36'15"W 103.78 FEET; THENCE S2°16'19"W 39.08 FEET; THENCE S0°28'24"W 340.65 FEET TO THE POINT OF CURVE OF A 700.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N6°47'49"E; THENCE SOUTHEASTERLY 31.53 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°34'50"; THENCE S0°28'24"W 131.49 FEET; THENCE N89°31'36"W 30.00 FEET; THENCE S0°28'24"W 49.14 FEET; THENCE S48°03'46"W 163.74 FEET; THENCE S72°42'14"W 131.80 FEET TO A POINT ON THE 1/16TH LINE; THENCE N0°28'24"E 1911.83 FEET ALONG THE 1/16 LINE (EAST LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 174473 AND THE EAST LINE OF PROPERTY DESCRIBED IN DOCUMENT NO. 20080006560 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER) TO THE 1/16 CORNER (NORTHWEST CORNER OF THE NE 1/4 OF THE SE 1/4 OF SECTION 10); THENCE S89°08'42"E 100.00 FEET ALONG THE 1/16 LINE; THENCE N0°41'13"E 336.31 FEET; THENCE N57°32'01"E 89.60 FEET; THENCE N0°41'09"E 268.43 FEET; THENCE N5°41'25"W 675.34 FEET; THENCE N68°38'58"E 363.99 FEET TO A POINT ON THE CENTERLINE OF SAID FUTURE 110.00 FOOT WIDE ROADWAY, SAID POINT BEING ON THE ARC OF A 1750.00 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N68°38'58"E; THENCE SOUTHEASTERLY 1314.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°02'25" TO THE POINT OF BEGINNING.

CONTAINING 128.286 ACRES MORE OR LESS.

**PARCEL B**

ALSO: BEGINNING AT THE SECTION CORNER COMMON TO SECTIONS 10, 11, 14 AND 15 OF TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE N89°45'58"W 613.61 FEET ALONG THE SECTION LINE TO THE POINT OF CURVE OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S87°07'49"E; THENCE NORTHEASTERLY 88.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40°41'13" TO THE POINT OF CURVE OF A 175.00 FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY 40.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13°17'50" TO THE POINT OF CURVE OF A 15.00 FOOT RADIUS REVERSE CURVE; THENCE NORTHEASTERLY 15.70 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°57'58"; THENCE N26°43'02"E 27.93 FEET; THENCE S89°45'58"E 98.06 FEET; THENCE N0°14'02"E 109.30 FEET; THENCE N8°12'31"E 69.92 FEET; THENCE N25°03'33"E 67.47 FEET; THENCE N34°15'12"E 264.59

FEET; THENCE N60°44'44"W 76.87 FEET; THENCE N29°15'16"E 50.00 FEET TO THE POINT OF CURVE OF AN 18.00 FOOT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N29°15'16"E; THENCE NORTHWESTERLY 29.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°59'57"; THENCE N34°15'12"E 115.44 FEET; THENCE N80°46'08"E 13.55 FEET; THENCE S60°44'44"E 428.18 FEET TO THE POINT OF CURVE OF A 589.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 548.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53°20'49"; THENCE S7°23'55"E 117.24 FEET TO THE POINT OF CURVE OF A 27.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 40.46 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85°50'59" TO THE POINT OF CURVE OF A 850.50 FOOT RADIUS REVERSE CURVE; THENCE SOUTHWESTERLY 33.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°17'08"; THENCE S11°54'51"W 8.89 FEET TO A POINT ON THE SECTION LINE; THENCE S89°59'23"W 158.66 FEET ALONG THE SECTION LINE TO THE SOUTHEASTERLY CORNER OF WASHINGTON CITY PROPERTY AS DESCRIBED IN DOCUMENT NO. 20070059801 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER; THENCE ALONG THE BOUNDARY OF SAID WASHINGTON CITY PROPERTY THE FOLLOWING SIX (6) COURSES: NORTH 4.89 FEET; THENCE N17°51'09"W 49.99 FEET; THENCE N85°19'29"W 75.43 FEET; THENCE N78°17'22"W 128.44 FEET; THENCE S84°37'41"W 39.58 FEET; THENCE S0°20'30"W 81.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 11.960 ACRES MORE OR LESS.

Parcel Nos.:

W-BRIO-1A-1 through W-BRIO-1A-72  
W-BRIO-1B-73 through W-BRIO-1B-93  
W-BRIO-1C-94 through W-BRIO-1C-102  
W-BRIO-2A-201 through W-BRIO-2A-237  
W-BRIO-3A-301 through W-BRIO-3A-323  
W-BRIO-3B-324 through W-BRIO-3B-344, W-BRIO-3B-359 through W-BRIO-3B-370  
W-BRIO-3C-345 through W-BRIO-3C-358, W-BRIO-3C-371 through W-BRIO-3C-380  
W-5-2-10-210  
W-5-2-10-120  
W-5-2-10-121